The Federal Democratic Republic of Ethiopia

Note to Public Bodies:

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Standard Bidding Document

For Procurement of Consultancy Services

Request for Proposals (RFP)

National Competitive Bidding (NCB)

Subject of Procurement

Procurement Reference Number

Project Name

Date of Issue of Request for Proposals

Addis Ababa, July 2011

The Federal Democratic Republic of Ethiopia

Request for Proposals

Table of Contents

Part 1 Bidding Procedures I

Section 1. Instructions to Consultants I
Section 2. Bid Data Sheet II
Section 3. Evaluation Methodology and Criteria III
Section 4. Bidding Forms IV
Section 5. Eligible Countries V

Part 2 Schedule of Requirement VI

Section 6. Terms of Reference VI

Part 3 Contract VII

Section 7. General Conditions of Contract VII
Section 8. Special Conditions of Contract VIII
Section 9. Contract Forms IX

Part 1 Bidding Procedures

Section 1. Instructions to Consultants

Table of Clauses

A. General 1

1. Introduction 1
2. Source of Funds 2
3. Fraud, Corruption and Complaints Provisions 2
4. Eligible Consultants 3
5. Conflict of Interest 4

B. Contents of Request for Proposals 5

6. Request for Proposals 5
7. Written Questions / Clarification of Request for Proposals 6
8. Modification to Request for Proposals 6
9. Pre-Proposal Conference 7

C. Preparation of Bid Proposals 7

10. Cost of Bidding 7
11. Language of Bid Proposal 7
12. Preparation of Bid Proposals 7
13. Joint Venture or Consortium 8
14. Professional Qualifications and Capability of the Consultant 8
15. Financial Standing of the Consultant 9
16. Technical Qualifications, Competence, and Experience of the Consultant 9
17. Professional Staff 10
18. Technical Proposal Format and Content 10
19. Financial Proposal Format and Content 12
20. Currencies of Financial Proposal and Payment 13
21. Period of Validity of Bid Proposals 13
22. Bid Security 14
23. Format and Signing of Bid Proposal 14

D. Submission and Opening of Bid Proposals 15

24. Sealing and Marking of Bid Proposals 15
25. Deadline for Submission of Bid Proposals 16
26. Late Bid Proposals 16
27. Withdrawal, Substitution, and Modification of Bid Proposals 16

28. Bid Proposal Opening 16

E. Evaluation and Comparison of Bid Proposals 17

29. Confidentiality 17
30. Clarification of Bid Proposals 18
31. Responsiveness of Bid Proposals 18
32. Nonconformities and Omissions 18
33. Dubious price quotations and errors in calculation 19
34. Margin of Preference 19
35. Preliminary Examination of Bid Proposals 19
36. Legal, Professional, Technical, and Financial Admissibility of Bid Proposals 20
37. Evaluation of Technical Proposals 22
38. Opening of Financial Proposals 22
39. Evaluation of Financial Proposals 23
40. Comparison of Financial Proposals 23
41. Negotiations 24
42. Post-qualification Evaluation 24
43. Acceptance or Rejection of Bid Proposals 25
44. Re-advertising Bid Proposals 25

F. Award of Contract 25

45. Award Criteria 25
46. Right to Vary Quantities at Time of Award 25
47. Announcing and Awarding of the Successful Consultant 26
48. Signing of Contract 26
49. Performance Security 26

Section I. Instructions to Consultants

Part 2 General

1. Introduction

1 The Public Body indicated in the Bid Data Sheet (BDS) is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Federal Democratic Republic of Ethiopia. It has the powers and duties to conclude a Contract for the provision of Consultancy Services. Accordingly, this procurement process is being conducted in accordance with the recent editions of the Ethiopian Federal Government Procurement and Property Administration Proclamation and Public Procurement Directive under the procurement method indicated in the BDS.

2 By the issue of this Request for Proposals the Public Body invites shortlisted Consultancy firms / organizations (hereinafter called the Consultants) to submit their Bid Proposals containing the Technical and Financial Proposals separately with a view to entering into Contract with the Public Body for the provision of Consultancy Services which general description is provided in the BDS. The Bid Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultancy Services that are subject of this procurement process are more particularly specified in Section 6, Terms of Reference upon the basis of the information supplied in and in accordance with this Request for Proposals.

3 Shortlisted Consultants may only submit one Bid Proposal. If the Consultants submits or participates in more than one Bid Proposal such Bid Proposal shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Bid Proposal.

4 The procurement reference number and number of lots of this Request for Proposals are provided in the BDS. If Bid Proposals are being invited for individual contracts (lots) the Consultant may submit a Bid Proposal for one lot only, several or all of the lots. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The Consultant must offer the whole of the quantity or quantities indicated for each lot.

5 This Section 1, Instructions to Consultants shall not form a part of the Contract. These instructions are intended to assist shortlisted Consultants in the preparation of their Bid Proposals.

6 The Public Body is not bound to accept any Bid Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

7 The Public Body retains ownership of all Bid Proposals submitted in response to this Request for Proposals. Consequently, Consultants have no right to have their Bid Proposals returned to them except late Bid Proposals.

8 In submitting a Bid Proposal, the Consultant accepts in full and without restriction this Request for Proposals as the sole basis of this procurement procedure, whatever his own conditions of sale may be, which he hereby waives. Consultants are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposals. Failure to submit a Bid Proposal containing all the required information and documentation within the deadline specified may lead to the rejection of the Bid Proposal. No account can be taken of any reservation in the Bid Proposal as regards the Request for

Proposals; any reservation will result in the immediate rejection of the Bid Proposal without further evaluation.

9 The permitted method of communication shall be in writing. Throughout this Request for Proposals the term "in writing" means communicated in written form and delivered against receipt.

2. Source of Funds

10 The Public Body has an approved budget toward the cost of the procurement described in the Section 6, Schedule of Requirement. The Public Body intends to use these funds to place a Contract for which these Requests for Proposals are issued.

11 Payments will be made directly by the Public Body and will be subject in all respects to the terms and conditions of the resulting Contract placed by the Public Body.

3. Fraud, Corruption and Complaints Provisions

12 The Government of the Federal Democratic Republic of Ethiopia (herein after called the Government) represented by the Public Procurement and Property Administration Agency (herein after called the Agency) requires Contracting Authorities, as well as Consultants to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government:

(a). Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence improperly the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" is a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practices" is a scheme or arrangement between two or more parties, with or without the knowledge of the Public Body, designed to establish prices at artificial, non-competitive levels; and

(iv) "Coercive practices" is harming or threatening to harm, directly or indirectly, parties or their property to influence their participation in a procurement process, or affect the execution of a contract.

(v) Obstructive practice is

- deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Procurement and Property Administration Agency or their auditors' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
- acts intended to materially impede the exercise of inspection and audit rights provided for under ITC Clause 3.5 below.

(b). Will reject a recommendation for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c). Will debar a Consultant from participation in public procurement for a specified period of time if it at any time determines the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract. The List Debarred Bidders is available on the Agency's Website http//www.ppa.gov.et.

13 In pursuit of the policy defined in Sub-Clause 3.1, the Public Body may terminate a contract for Consultancy Services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Public Body or of a Consultant during the procurement or the execution of that contract.

14 Where it is proved that the Consultant has given or has offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the Bid Proposal in his favor shall be disqualified from the Bid Proposal, prohibited from participating in any future public procurement and the bid security deposited by them shall be forfeited

15 Consultants are required to indicate their acceptance of the provisions on fraud and corruption, as defined in this clause through the statement in the Bid Proposal Submission Sheet.

16 In further pursuance of this policy, Consultants shall permit the Agency to inspect their accounts and records and other documents relating to the submission of Bid Proposals and contract performance, and to have them audited by auditors appointed by the Agency.

17 Subject to the recent editions of the Public Procurement Proclamation and Procurement Directive, a candidate or a Consultant aggrieved or is likely to be aggrieved on account of the Public Body requesting a Bid Proposal not complying with the provisions of the Proclamation or Procurement Directive in conducting a Bid Proposal proceeding may present complaint to the head of the Public Body to have the Bid Proposal proceeding reviewed or investigated. Any complaint must be submitted in writing to the head of the Public Body, within five working days from the date the Consultant knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Public Body does not issue a decision within ten working days after submission of complaint, or the candidate or the Consultant is not satisfied with the decision, it may submit a complaint to the Board within five working days from the date on which the decision has been or should have been communicated to the candidate or the Consultant by the Public Body. The Board's decision is binding for both parties.

4. Eligible Consultants

18 A Consultant may be a natural person, private, public or government-owned legal entity, subject to ITC Sub-Clause 4.5, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV), consortium, or association. In the case of a Joint Venture, consortium, or association:

(a). All parties to the Joint Venture, consortium or association shall be jointly and severally liable, unless otherwise specified in the BDS; and

(b). A Joint Venture, consortium or association shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture, consortium or association during the bidding process and, in the event the Joint Venture, consortium or association is awarded the Contract, during contract execution.

19 This Invitation for Bid Proposals is open to shortlisted Consultants (including all members of a joint venture, sub-consultants and personnel) who have nationality of an eligible country, as

defined in Section 5, Eligible Countries. A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract.

20 A Consultant that has been debarred from participating in public procurement in accordance with ITC Clause 3.1 (c), at the date of the deadline for Bid Proposal submission or thereafter, shall be disqualified.

21 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and operate under commercial law and that they are not a dependent agency of the Public Body.

22 Unless otherwise specified in the BDS, Consultants shall provide such evidence of their eligibility satisfactory to the Public Body, to verify that the Consultant:

(a). Is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing

(b). Appropriate documentary evidence demonstrating its compliance, which shall include:

(i) Valid business license indicating the stream of business in which the Consultant is engaged,

(ii) VAT registration certificate issued by the tax authority (only domestic Consultants in case of contract value as specified in BDS),

(iii) Valid Tax clearance certificate issued by the tax authority (domestic Consultants only);

(iv) Relevant professional practice certificates, if required in BDS.

(c). Foreign Consultants must as appropriate submit business organization registration certificate or trade license issued by the country of establishment.

23 To participate in this public procurement process, being registered in the suppliers list is a prerequisite (mandatory for domestic Consultants only).

(a). Candidates desiring to participate in public procurement shall have to register themselves using the form made available for this purpose in the website of the Public Procurement and Property Administration Agency.

24 Consultants shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request in BDS.

5. Conflict of Interest

25 The Government of the Federal Democratic Republic of Ethiopia (hereinafter called "the Government") requires that Consultants provide professional, objective, and impartial advice and at all times hold the Public Body's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(a). A firm that has been engaged by the Public Body to provide goods, works or services other

than consultancy services for a project, and any of its affiliates, shall be disqualified from providing consultancy services related to those goods, works or services. Conversely, a firm hired to provide Consultancy services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Consultancy services resulting from or directly related to the firm's Consultancy services for such preparation or implementation. For the purpose of this paragraph, services other than Consultancy services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(b). A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Public Body. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Public Body in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

(c). A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Public Body's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the procurement process and the execution of the Contract.

26 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Public Body, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

27 No agency or current employees of the Public Body shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Public Body to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Public Body by the Consultant as part of his technical proposal.

28 If a shortlisted Consultant could derive a competitive advantage from having provided Consultancy services related to the assignment in question, the Public Body shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Part 3 Contents of Request for Proposals

6. Request for Proposals

29 The Request for Proposals consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITC Clause 8.

Part 1 Bidding Procedures

- Section 1 Instructions to Consultants (ITC)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Methodology and Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

Part 2 Schedule of Requirements

- Section 6 Terms of Reference

Part 3 Contract

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

30 The Invitation for Expression of Interest is not part of the Request for Proposals. In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITC Clause 6.1 above, said Bidding Documents will take precedence.

31 The Public Body is not responsible for the incompleteness of the Request for Proposals and their addenda, if they were not obtained directly from the Public Body. Consultants who did not obtain the Request for Proposals directly from the Public Body will be rejected during evaluation.

32 The Consultant is expected to examine all instructions, forms, terms, and specifications in the Request for Proposals. Failure to furnish all information or documentation required by the Request for Proposals may result in the rejection of the Bid Proposal.

7. Written Questions / Clarification of Request for Proposals

33 The Consultant requiring any clarification of the Request for Proposals shall contact the Public Body in writing at the Public Body's address indicated in the BDS. The Public Body will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of Bid Proposals. The Public Body shall forward copies of its response to all Consultants who have received the Request for Proposals directly from it, including a description of the inquiry but without reference to the identity of the shortlisted Consultant initiating the request. Should the Public Body deem it necessary to amend the Request for Proposals as a result of a clarification, it shall do so following the procedure under ITC Clause 8 and Sub-Clause 26.2.

34 Only the written responses will be considered official and carry weight in this procurement process and subsequent evaluation. Any answers received outside the official channels, whether received verbally or in writing, from employees or representatives of the Public Body, or any other party, shall not be considered official responses to questions regarding this Request for Proposals.

8. Modification to Request for Proposals

35 Where Public Body finds it necessary to introduce modification to the Request for Proposals on its initiative or on the basis of request for clarification by Consultant, the Public Body may modify the Request for Proposals at any time prior to the deadline for submission of Bid Proposals.

36 Any alteration to the content of the Request for Proposals shall at the same time be communicated in the form of an amendment to all Consultants who received the Request for Proposals and will be binding on them. Consultants are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Consultant in its Bid Proposal.

37 The Public Body may, at its discretion, extend the closing date for submission of Bid Proposals where it modifies a Request for Proposals as per Clause 8.1 above, if it is assumed that the time remaining before the closing date is not sufficient for Consultants to prepare adjusted Bid Proposal Documents on the basis of such modification.

9. Pre-Proposal Conference

38 If the Public Body deems it to be appropriate, it may hold a Pre-Bid Conference for prospective Consultants who received a Request for Proposals for clarification and discussion on the Request for Proposals or modification thereto.

39 The Public Body shall give written notice to all Consultants who received a Request for Proposals to attend the Pre-Proposal Conference, Notice will include time, date, and address where Pre-Proposal Conference will be held.

40 The Public Body shall welcome all shortlisted Consultants to attend this Pre-Proposal Conference. To give all shortlisted Consultants the opportunity to participate in the Pre-Proposal conference, shortlisted Consultants are limited to sending two representatives to this conference. All the costs of attending this conference will be borne by the shortlisted Consultants.

41 The Public Body invites all shortlisted Consultants to submit their questions / request for clarification by time and date and to the address indicated in the BDS Clauses 7.1 and 7.2.

42 The Pre-Proposal Conference shall be minuted. Copies of the minute shall be delivered to all shortlisted Consultants who received the Request for Proposals to enable them prepare their Bid Proposal documents by incorporating the content of clarification or modification.

Part 4 Preparation of Bid Proposals

10. Cost of Bidding

43 The Consultant shall bear all costs associated with the preparation and submission of its Bid Proposal and contract negotiation, and the Public Body shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid Proposal

44 The Bid Proposal, as well as all correspondence and documents relating to the Bid Proposal exchanged by the Consultant and the Public Body, shall be written in the language specified in the BDS.

45 Bid Proposals and supporting documents of Consultants prepared in a language other than language of Bid Proposal shall have to be translated by a legally competent interpreter into language of Bid Proposal and a copy of the translation has to be submitted together with the original documents, especially where such documents pertain to the fundamental elements of the Bid Proposal.

46 If the Public Body detects discrepancy between language of the original document and the translated version, it shall reject the documents unless such discrepancy constitutes minor deviation from the requirement stated in the Request for Proposals.

12. Preparation of Bid Proposals

47 Consultants are requested to submit separate Technical and Financial Proposals

48 In preparing their Bid Proposal, Consultants are expected to examine in detail the documents comprising the Request for Proposal. Material deficiencies in providing the information requested may result in rejection of a Bid Proposal.

49 The Public Body shall provide the inputs specified in the Section 6, Terms of Reference and make available relevant project data and reports

50 An invitation to submit Bid Proposals has been sent to the Consultants stated in the BDS

13. Joint Venture or Consortium

51 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with individual consultant(s) or other firms or entities or by sub-contracting as appropriate. A shortlisted Consultant must first obtain the approval of the Public Body if it wishes to enter into a joint venture with other firms not invited for this assignment, unless otherwise specified in the BDS. In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader.

52 Consultants shall not associate with other Consultants invited for this assignment, unless otherwise specified in the BDS.

53 The same sub-consultant may be included in several proposals, subject to any limitations in the BDS. Any limits on the percentage of the total proposed contract price which may be subcontracted are stated in the BDS.

54 If Consultant is a joint venture or consortium of two or more entities, the Bid Proposal must be single with the object of securing a single contract; authorized person must sign the Bid Proposal and will be jointly and severally liable for the Bid Proposal and any contract. Those entities must designate one of their members to act as the leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Public Body.

55 The Bid Proposal may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notarial act or deed must be submitted to the Public Body. All signatures to the authorizing instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the Bid Proposal are empowered to enter into commitments on behalf of the members of the joint venture or

consortium. Each member of such joint venture or consortium must prove to the satisfaction of the Public Body that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively

14. Professional Qualifications and Capability of the Consultant

56 If required, in order to proof their professional qualifications and capability Consultants must provide their team skills matrix and personnel statistics for the period specified in the BDS by completing relevant tables in the form entitled Consultants Certification of Compliance furnished in Section 4, Bidding Forms.

57 For key individuals who actually will be performing the activities described in the Request for Proposal, Consultant must provide resumes that identify years of experience, relevant project implementation experience, and relevant education and training.

58 Consultants must provide references for the proposed personnel, ensuring that references provided will be available to be contacted during the evaluation timeframe for this Request for Proposals.

15. Financial Standing of the Consultant

59 If required in BDS, in order to proof that it has adequate financial resources to manage this Contract the Consultant must present its financial data by completing relevant table in the form entitled Consultants Certification of Compliance that is furnished in Section 4, Bidding Forms.

60 Along with the proof referred to in Clause 15.1 the documents that are required as proof of the Consultant's financial standing are the following:

(a). Financial statements certified by an independent auditor;

(b). Other documents as stated in the BDS.

16. Technical Qualifications, Competence, and Experience of the Consultant

61 The Consultant must present a description of its company and organization, with appropriate reference to any parent company and subsidiaries. The Consultant shall also include details demonstrating the Consultant’s experience and ability in providing the Consultancy Services listed in Section 6, Terms of Reference. Also, Consultant shall include a description of how it plans to manage the Consultancy Services included in this Request for Proposals in addition to its other ongoing projects.

62 This information shall be included in a separate form entitled Consultants Certification of Compliance that is furnished in Section 4, Bidding Forms.

63 As a proof of satisfactory execution of contracts the Consultant must provide Certificates of satisfactory execution of previous contracts provided by the other contracting party to the contracts concerned in number and within the period specified in the BDS for similar sized/type contracts with a budget of at least that of this contract, unless otherwise specified in the BDS including contact information for verification and inspection so as to provide due diligence. Contact information should include, at a minimum: name, function, address, e-mail, and phone number. Each reference provided should be the client’s responsible project administrator or a senior official of the client who is familiar with the Consultant’s performance and with the Consultant’s system capabilities, and who may be contacted by the Public Body during the evaluation process.

64 The Certificate of satisfactory execution of contracts shall include the following data:

(a). The name and place of establishment of the contracting parties,

(b). The subject-matter of the contract,

(c). The value of the contract

(d). The time and place of performance of the contract,

(e). A statement concerning the satisfactory execution of contracts.

65 If, for objective reasons, such a certificate cannot be obtained from a contracting party, a statement issued by the Consultant concerning satisfactory execution of contracts may also be valid, on presentation of proof that the certificate was requested.

66 If the Consultant(s) propose a joint venture all of the information listed above must be provided for all of the joint venture members. This information shall be in separate sections, one section per joint venture member. In addition, the Bid Proposal shall provide the agreements that support the relationships between joint venture members.

67 Unless otherwise specified in the BDS, the Public Body reserves the right to undertake physical checking of current Consultant's technical qualifications and competence in order to make sure that the Consultant has adequate qualifications to manage this Contract.

17. Professional Staff

68 The estimated number of professional staff-months or the budget for executing the assignment shall be shown in the BDS, but not both. However, the Proposal shall be based on the number of professional staff-months or budget estimated by the Consultants.

69 For fixed-budget-based assignments, the available budget is given in the BDS, and the Financial Proposal shall not exceed this budget, while the estimated number of professional staff-months shall not be disclosed.

70 It is desirable that the majority of the proposed professional staff is permanent employees of the Consultant or has an extended and stable working relationship with the Consultant.

71 Proposed staff must have relevant experience, preferably under conditions similar to those prevailing in the Federal Democratic Republic of Ethiopia.

72 Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

18. Technical Proposal Format and Content

73 All Technical Proposals submitted must comply with the requirements in the Request for Proposals and comprise the following:

74 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The BDS indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs using the attached Standard Forms (Section 4).

Mandatory documentary evidence establishing the Consultant's qualification is the following:

(a). Technical Proposal Submission Sheet (Section 4, Form T 1) including the following mandatory attachments:

(i) VAT registration certificate issued by the tax authority (only domestic Consultants in

case of contract value as specified in BDS Clause 4.5(b) (ii);

(ii) A valid tax clearance certificate issued by the tax authority (domestic Consultants only);

(iii) Business organization registration certificate or trade license issued by the country of establishment (foreign Consultants only);

(iv) Relevant professional practice certificates, as appropriate.

(b). Consultant Certification of Compliance (Section 4, Form T 2) including the following mandatory information and attachments:

(i) Brief description of the Consultants' organization [Form T 2, Sub-Clause (b)]:

- For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Sub-Clauses (a) and (c) of Form T 2. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Public Body as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Public Body.
- For the STP the above information is not required and Sub-Clauses Clauses (a) and (c) of Form T 2 shall not be used.

(ii) Comments and suggestions on the Terms of Reference [Form T 2, Sub-Clause (e)]:

- For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Public Body (Form T 3 of Section 4)
- For the STP Sub-Clauses (e) and (f) of Form T 2 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-clause 18.2 (c) (ii)).

(iii) Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the Bid Proposal on behalf of the company/joint venture/consortium, is duly authorized to do so, as stipulated in ITC Clause 23.2.

(iv) Documents required in the BDS Clause 15.2 as proof of the Consultant's financial standing.

(v) Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the period as specified in the BDS with a budget of at least that of this contract, unless otherwise specified in the BDS Clause 16.3.

(vi) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form T 4 of Section 4).

(c). Technical Proposal (Section 4, Form T 3) including description of the approach, methodology and work plan, and mandatory attachments, as follows:

(i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form T 3 of Section 4. The work plan should be consistent with the Table Work Schedule (Sub-Clause (d) of Form T 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(iii) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Sub-Clause (e) of Form T 3).

(iv) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Sub-Clause (f) of Form T 3). The staff- months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(v) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the TOR specifies training as a specific component of the assignment.

(d). Bid Security, in accordance with ITC Clause 22.

(e). In the case of a bid submitted by a joint venture (JV), the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITC Clause 4.1.

(f). Any other document or information required to be completed and submitted by Consultants, as specified in the BDS

75 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

19. Financial Proposal Format and Content

76 All Financial Proposals submitted must comply with the requirements in the Request of Proposal and shall list all costs associated with the assignment, using the following mandatory documentary evidence and standard forms contained in Section 4, Bidding Forms that will establish the Consultant's qualification:

(a). Financial Proposal Submission Sheet (Section 4, Form F 1);

(b). Financial Proposal (Section 4, Form F 2) including the following mandatory information and attachments:

(i) Financial Proposal Total Price (Sub-Clause (a) of Form F 2);

(ii) Breakdown of Financial Proposal by activity (Sub-Clause (b) of Form F 2);

(iii) Breakdown of Fees (Time-Based), (Sub-Clause (c) of Form F 2);

(iv) Breakdown of Fees (Lump-Sum), (Sub-Clause (d) of Form F 2);

(v) Breakdown of Reimbursable Expenses as indicated in BDS (Time-Based), (Sub-Clause (e) of Form F 2);

(vi) Breakdown of Reimbursable Expenses (Lump-Sum), (Sub-Clause (f) of Form F 2);

77 The total Financial Proposal price shall be broken down into the following cost components

using the appropriate forms:

(a). Fees for staff, indicating rates for home and field work, where appropriate; and

(b). Reimbursable expenditure, such as subsistence, transportation (international and local for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, translation, and other incidental expenses as indicated in the BDS Clause 19.1(b) (v).

(c). Where a foreign Consultant plans to use local Consultants the portion of the Financial Proposal representing such local cost shall be expressed in ETB.

78 Where indicated in the BDS, the total Financial Proposal price shall be broken down into separate activities and corresponding tables in Financial Proposal (Form F 2) shall be completed for each activity.

79 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) and other charges imposed on the Consultant and their personnel (other than nationals of or permanent residents in the Federal Democratic Republic of Ethiopia), unless the BDS specifies otherwise.

80 The completed Financial Proposal forms, adjusted if necessary during evaluation or negotiation, will be used in any resulting Agreement, to compile the:

(a). Breakdown of Contract Price in the case of a Lump Sum contract, which will be used only to determine prices for any additional Services or costs;

(b). Cost Estimates in the case of a Time-Based contract, with payment being made for the actual inputs provided, using the rates in the Cost Estimates.

81 The Consultant offering conditional discounts shall indicate the methodology for their application in the Financial Proposal Submission Sheet.

82 If so indicated in BDS Sub-Clause 1.4, Proposals are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Consultants wishing to offer any price reduction for the award of more than one Contract shall specify in their Financial Proposal the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with ITC Sub-Clause 19.6, provided the Financial Proposals for all lots are submitted and opened at the same time.

83 The type of contract is indicated in the Special Conditions of Contract.

20. Currencies of Financial Proposal and Payment

84 For those inputs to the Consultancy Services which the Consultant expects to provide from within Ethiopia, the prices shall be quoted in the Ethiopian Birr, unless otherwise specified in the BDS.

85 For those inputs to the Consultancy Services which the Consultant expects to provide from outside Ethiopia, the prices shall be quoted in the freely convertible currency. If the Consultant wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies different from Ethiopian Birr.

21. Period of Validity of Bid Proposals

86 Bid Proposals shall remain valid for the period specified in the BDS after the Bid Proposal submission deadline prescribed by the Public Body. A Bid Proposal valid for a shorter period may be rejected by the Public Body as non-responsive. During this period, Consultants shall maintain the availability of Professional staff nominated in the Bid Proposal. The Public Body will make its best effort to complete negotiations within this period.

87 In exceptional circumstances, prior to expiry of the Bid Proposal validity period, the Public Body may request Consultants to extend the period of validity of their Bid Proposals. The request and the responses shall be made in writing.

88 Consultants who are not willing to extend their Bid Proposal validity period for what ever reason shall be disqualified from the bid without having forfeited their bid security.

89 Consultants agreeing to the Public Body's request for extension of their Bid Proposal validity period have to express in writing their agreement to such request. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid Proposal, or in their confirmation of extension of validity of the Bid Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Similarly, they have to amend the validity period of their bid security on the basis of the extension of the Bid Proposal validity period they have agreed to, or alternatively, furnish new bid security to cover the extended period.

90 A Consultant not agreeing to extend the validity period of his/its bid security shall be treated as a Consultant refusing the Public Body's request for extension of Bid Proposal validity period, and as such, shall be disqualified from further bid proceeding.

22. Bid Security

91 Unless otherwise specified in the BDS, the Consultant shall furnish as part of its Bid Proposal, a bid security in original form and in the amount and currency specified in the BDS. A copy of bid security, if submitted without original form, shall not be accepted.

92 The bid security shall be, at the Consultant's option, in any of the following forms:

(a). An unconditional Bank Guarantee;

(b). An irrevocable Letter of Credit;

(c). Cash, check certified by a reputable bank or financial institution, or payable order;

all from a reputable source from any eligible country. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format approved by the Public Body. In either case, the form must include the complete name of the Consultant. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the Bid Proposal. This shall also apply if the period for Bid Proposal validity is extended.

93 The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to ITC Clause 22.7 will apply to all partners to the Joint Venture.

94 Any Bid Proposal not accompanied by a substantially responsive bid security, if one is required in accordance with ITC Sub-Clause 22.1, shall be rejected by the Public Body as non responsive.

95 The bid security of unsuccessful Consultants shall be returned as promptly as possible upon the successful Consultant's furnishing of the performance security pursuant to ITC Clause 49.

(a). The bid security of the successful Consultant shall be returned as promptly as possible once the successful Consultant has signed the Contract and furnished the required performance security.

96 The bid security may be forfeited:

(a). If a Consultant withdraws its Bid Proposal during the period of bid validity specified by the Consultant on the Bid Submission Sheet, except as provided in ITC Sub-Clause 21.2; or

(b). If the successful Consultant fails to:

(i) Sign the Contract in accordance with ITC 48;

(ii) Furnish a performance security in accordance with ITC Clause 49; or

97 The bid security furnished by foreign Consultants from a bank outside of Ethiopia has to be unconditional and certified or counter guaranteed by local banks.

23. Format and Signing of Bid Proposal

98 The original Bid Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the formats of T 1 and F 1 of Section 4.

99 The original and all copies of the Technical Proposal and Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the Technical Proposal and Financial Proposal on behalf of the consultant/joint venture/consortium is duly authorized to do so and it shall be attached to the Technical Proposal and Financial Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. The signed Technical and Financial Proposals shall be marked "ORIGINAL"

100 All pages of the original Technical and Financial Proposals, except for non-amended printed literature, shall be signed or initialled by the person signing the Technical Proposal and Financial Proposal.

Part 5 Submission and Opening of Bid Proposals

24. Sealing and Marking of Bid Proposals

101 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". All required copies of the Technical Proposal are to be made from the original.

102 Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the procurement reference number and the name of the assignment, and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL".**

103 In the event of any discrepancy between the original and the copies of the Technical Proposal and Financial Proposal, the original shall prevail

104 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.

105 The outer envelope shall:

(a). Be addressed to the Public Body in accordance with ITC Sub-Clause 25.1;

(b). Bear the subject of the assignment or the Project name, and procurement reference number indicated in the BDS;

(c). Be clearly marked "DO NOT OPEN BEFORE THE TIME AND DATE FOR BID PROPOSAL OPENING".

106 The outer envelopes shall also indicate the name and address of the Consultant to enable the Bid Proposal to be returned unopened in case it is declared "late" pursuant to ITC Clause 26.1.

107 The Proposals must be sent to the addresses referred to in Sub-Clause 25.1 by registered post or by hand and in the number of copies indicated in the BDS, and received by the Public Body no later than the time and the date indicated in the BDS, or any extension to this date in accordance with Sub-Clause 25.2. Any proposal received by the Public Body after the deadline for submission shall be declared late, rejected, and returned unopened to the Consultant

108 The Public Body shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

25. Deadline for Submission of Bid Proposals

109 Bid Proposals must be received by the Public Body at the address and no later than the date and time indicated in the BDS.

110 The Public Body may, at its discretion, extend the deadline for the submission of Bid Proposals by amending the Request for Proposals in accordance with ITC Clause 8, in which case all rights and obligations of the Public Body and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bid Proposals

111 The Public Body shall not consider any Bid Proposal that arrives after the deadline for submission of Bid Proposals, in accordance with ITC Clause 26. Any Bid Proposal received by the Public Body after the deadline for submission of Bid Proposals shall be declared late, rejected, and returned unopened to the Consultant.

27. Withdrawal, Substitution, and Modification of Bid Proposals

112 A Consultant may withdraw, substitute, or modify its Bid Proposal after it has been submitted

by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 23.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid Proposal must accompany the respective written notice. All notices must be:

(a). Submitted in accordance with ITC Clauses 23 and 24 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and

(a). Received by the Public Body prior to the deadline prescribed for submission of Bid Proposals, in accordance with ITC Clause 25.

113 Bid Proposals requested to be withdrawn in accordance with ITC Sub-Clause 27.1 shall be returned unopened to the Consultants. Bid Proposal withdrawal notices received after the Bid Proposal submission deadline will be ignored, and the submitted Bid Proposal will be deemed to be a validly submitted Bid Proposal.

114 No Bid Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid Proposals and expiry of the period of Bid Proposal validity specified by the Consultant on the Bid Submission Sheet or any extension thereof.

28. Bid Proposal Opening

115 The Public Body shall conduct the Bid Proposal opening in the presence of Consultants` designated representatives who choose to attend, and at the address, date and time specified in the BDS. The opening of the Bid Proposal shall not be affected by the absence of the Consultants on their own will.

116 First, outer envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid Proposal shall not be opened, but returned to the Consultant. No Bid Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Proposal opening. Next, outer envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid Proposal being substituted, and the substituted Bid Proposal shall not be opened, but returned to the Consultant. No Bid Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Proposal opening. Outer envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid Proposal. No Bid Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Proposal opening. Only envelopes that are opened and read out at Bid Proposal opening shall be considered further.

117 All outer envelopes containing Technical Proposals shall be opened one at a time, reading out: the name of the Consultant, the presence of a bid security, if required; and any other salient points of the Technical Proposal as the Public Body may consider appropriate.

118 No Bid Proposal shall be rejected at Bid Proposal opening except for late Bid Proposals, in accordance with ITC Sub-Clause 26.1.

119 The envelopes containing the Financial Proposals of all Consultants shall be put into one large envelope unopened. The large envelope containing the financial proposals shall be properly sealed and labeled with the procurement reference number and a statement indicating that the envelopes therein contain financial proposals written on it and employees of the Public Body

executing the bid opening proceeding putting their respective signatures on it. The large envelope containing the financial proposals shall remain sealed and kept carefully under the custody of the procurement unit or any other unit entrusted with the custody of the envelope until the second bid opening preceding.

120 The Public Body shall record the minutes of the Bid Proposal opening that shall include, as a minimum: the name of the Consultant and whether there is a withdrawal, substitution, or modification, the presence or absence of a Bid Proposal security, if one was required, and any other salient points raised in the Bid Proposal opening proceeding. The Consultants' representatives who are present shall be requested to sign the attendance sheet. The omission of a Consultant's signature on the attendance sheet shall not invalidate the contents and effect of the minutes. A copy of the minutes shall be distributed to all Consultants.

121 Any Bid Proposal not opened and read out during the Bid Proposal opening proceeding shall not be considered for further evaluation.

Part 6 Evaluation and Comparison of Bid Proposals

29. Confidentiality

122 Information relating to the examination, evaluation, clarification, and comparison of Bid Proposals, and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until information on Contract award is communicated to all Consultants.

123 Any effort by a Consultant to influence the Public Body in the examination, evaluation, and comparison of the Bid Proposals or Contract award decisions may result in the rejection of its Bid Proposal.

124 Notwithstanding ITC Sub-Clause 29.2, from the time of Bid Proposal opening to the time of Contract award, if any Consultant wishes to contact the Public Body on any matter related to the bidding process, it should do so in writing.

30. Clarification of Bid Proposals

125 To assist in the examination, evaluation, and comparison of the Bid Proposals, the Public Body may, at its sole discretion, ask any Consultant for a clarification of its Bid Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Public Body shall not be considered. The Public Body's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Public Body in the evaluation of the Financial Proposals, in accordance with ITC Clause 33.

126 If a Consultant does not provide clarifications of its bid by the date and time set in the Public Body's request for clarification, its bid may be rejected.

31. Responsiveness of Bid Proposals

127 The Public Body's determination of a Bid Proposal's responsiveness is to be based on the contents of the Bid Proposal itself.

128 A substantially responsive Bid Proposal is one that conforms to all the terms, conditions, and

specifications of the Request for Proposals without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a). If accepted, would,

(i) Affects in any substantial way the scope or quality of the consultancy service specified in the Contract; or

(ii) Limits in any substantial way, inconsistent with the Request for Proposals, the Public Body's rights or the Consultant's obligations under the Contract; or

(b). If rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Bid Proposal Proposals.

129 If a Bid Proposal is not substantially responsive to the salient requirements of the Request for Proposals it shall be rejected by the Public Body and may not subsequently be made responsive by the Consultant by correction of the material deviation, reservation, or omission.

130 Decisions to the effect that a bid is not substantially responsive t must be duly justified in the evaluation minutes.

131 If only one Bid Proposal meets all salient requirements of the Request for Proposals and is not otherwise disqualified, the Public Body may still complete the full evaluation of that Bid Proposal and sign contract with that Consultant if the Bid Proposal submitted by such Consultant is satisfactory to the Public Body and the price offered by the Consultant is comparable to or less than the market price of the required object of procurement.

32. Nonconformities and Omissions

132 Provided that a Bid Proposal is substantially responsive, the Public Body may waive any non-conformity or omissions in the Bid Proposal that does not constitute a material deviation.

133 Provided that a Bid Proposal is substantially responsive, the Public Body may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid Proposal related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid Proposal. Failure of the Consultant to comply with the request may result in the rejection of its Bid Proposal.

32. Dubious price quotations and errors in calculation

134 The Public Body shall correct arithmetical errors on the following basis:

(a). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Public Body there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b). If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

135 The Public Body shall correct the detected errors in calculation and notify the Consultant in

writing of the corrections made without any delay, requesting the Consultant to confirm that he accepts the correction of the calculation error within the period specified in BDS from the date on which the notice was received. The corrections shall be clearly indicated in the Financial Proposal.

136 If the Consultant that submitted the lowest evaluated Financial Proposal does not accept the correction of errors, its Bid Proposal shall be disqualified.

33. Margin of Preference

137 Preference shall be granted to local consultancy companies.

138 The margin of preference to be so granted to local consultancy companies and applied when comparing prices during evaluation of Financial Proposals shall be 7.5 %.

139 The following conditions must be satisfied for local companies engaged in Consultancy Services to qualify for preference:

(a). The company has to be incorporated in Ethiopia;

(b). More than fifty per cent of the company's capital stock has to be held by Ethiopian natural or juridical persons;

(c). More than fifty per cent of members of the board of the company have to be Ethiopian nationals;

(d). At least fifty per cent of the key staff of the company has to be Ethiopian Nationals.

140 Preference shall be given to small and micro enterprises established under the relevant law by a margin of 3% when such enterprises compete with local consultants in national competitive bidding.

34. Preliminary Examination of Bid Proposals

141 The Public Body shall examine the Bid Proposals to confirm that all documentary evidence establishing the Consultant's qualification requested in ITC Clause 18 have been provided, and to determine whether Bid Proposal comply with administrative requirements of the Request for Proposals.

142 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Public Body on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Public Body in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

143 The Public Body may determine Bid Proposal as not responsive when:

(a). Consultant has failed to submit Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the Bid Proposal on behalf of the company/joint venture/consortium, is duly authorized to do so (ITC Sub-clause 23.2);

(b). Original and all copies of the Bid Proposal are not typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Consultant (ITC Sub-clause 23.2);

(c). All pages of the Bid Proposal, except for non-amended printed descriptive literature, are not signed or initialled by the person signing the Bid Proposal (ITC Sub-clause 23.3);

(d). Bid Proposal is not written in language specified in the BDS Clause 11.1;

(e). Consultant has failed to submit signed and dated Technical Proposal Submission Sheet, Form T 1;

(f). Consultant has failed to submit signed and dated Price Schedule Form;

(g). Consultant has failed to submit signed and dated Consultant Certification of Compliance, Form T 2;

(h). Consultant has failed to submit signed and dated Technical Proposal, Form T 3;

(i). Consultant has failed to submit signed and dated Bid Security;

(j). The Bid Security is not in accordance with ITC Clause 22.

35. Legal, Professional, Technical, and Financial Admissibility of Bid Proposals

144 After confirming the Bid Proposals comprise all mandatory documentary evidence establishing the Consultant's qualification, the Public Body will rule on the legal, technical, professional, and financial admissibility of each Bid Proposal, classifying it as compliant or non-compliant with qualification requirements set forth in the Request for Proposals.

145 **Legal admissibility**

The Public Body may determine Bid Proposal as not responsive when:

(a). Consultant does not have nationality in accordance with ITC Sub-Clause 4.2;

(b). Consultant is found to have a conflict of interest as described in ITC Clause 5;

(c). Consultant has failed to submit valid business license indicating the stream of business in which the Consultant is engaged, in accordance with ITC Clause 4.5(b) (i);

(d). Consultant has failed to register itself in the Public Procurement and Property Administration Agency's suppliers list (mandatory for domestic Consultants only), in accordance with ITC Clause 4.6;

(e). Domestic Consultant has failed to submit VAT registration certificate issued by the tax authority (in case of contract value specified in BDS Clause 4.5(b) (ii), in accordance with ITC Clause 4. 5(b)(ii);

(f). Domestic Consultant has failed to submit a valid tax clearance certificate issued by the tax authority, in accordance with ITC Clause 4.5(b) (iii);

(g). Foreign Consultant has failed to submit business organization registration certificate or trade license issued by the country of establishment, in accordance with ITC Clause 4.6(c);

(h). Consultant has been debarred by a decision of the Public Procurement and Property Administration Agency from participating in public procurements for breach of its obligation under previous contracts, in accordance with ITC Clause 4.3.

(i). In the case of a Bid Proposal submitted by a joint venture (JV), the Consultant has failed to submit the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITC Clause 4.1

146 **Professional admissibility**

The Public Body may determine Bid Proposal as not responsive when:

(a). Consultant has failed to submit relevant professional practice certificates, if required in BDS Clause 4.5(b) (iv);

(b). Consultant has failed to provide in the Consultant Certification of Compliance Form

information related to its professional qualification and capability for the period specified in the BDS Clause 14.1;

(c). Consultant has failed to provide in the Consultant Certification of Compliance Form the Team Skill Matrix identifying the skills that are relevant to the role in the contract team and are required for successful execution of the contract; and

(d). Consultant has failed to provide CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff.

147 **Technical admissibility**

The Public Body may determine Bid Proposal as not responsive when:

(a). Consultant has failed to provide in the Technical Proposal Submission Sheet Form the Statement attesting the origin of the Consultancy Services offered;

(b). Consultant has failed to provide in the Consultant Certification of Compliance Form information about major relevant contracts successfully completed in the number and period specified in the BDS;

(c). Consultant has failed to submit Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the period and budget as specified in the BDS Clause 16.3;

(d). Consultant has failed to complete its Technical Proposal, Form T 3 in accordance with Terms of Reference presented as per template in Section 6;

148 Financial admissibility

The Public Body may reject any Bid Proposal when:

(a). Consultant has failed to submit financial statements certified by an independent auditor as required in ITC Clause 15.2(a) for the period specified in Section 3, Evaluation Methodology and Criteria;

(b). Consultant has failed to submit other documents proofing its financial standing, as required in the BDS Clause 15.2(b);

(c). The average annual turnover for the period specified in Section 3, Evaluation Methodology and Criteria does not exceed the amount of the financial proposal of the Bid Proposal in value specified in the BD;

(d). Consultant has failed to calculate Financial Proposal Price as prescribed in ITC Clause 19; and

(e). Consultant has failed to quote prices in currency specified in the BDS in accordance with ITC Clause 20.

36. Evaluation of Technical Proposals

149 The Public Body shall evaluate each Technical Proposal that has been determined, up to this stage of the evaluation, to be substantially responsive

150 The Public Body shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Section 3. No other criteria or methodology shall be permitted. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Request for Proposals and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Section 3.

151 The proposals proceeding to the financial evaluation shall be determined in accordance with the

methodology and criteria specified in Section 3.

152 The result of the technical evaluation shall be communicated in writing to all Consultants who participated in the bid at the same time.

153 After the evaluation of Technical Proposals is completed, the letter of notification shall be written to the unsuccessful Consultants on the technical evaluation stating the reason for not being chosen as the successful Consultant and indicating that their bid security and the envelopes containing the Financial Proposals will be returned unopened upon disclosure of the result of the technical evaluation.

154 The unsuccessful Consultants have the right of complaint against the result of the evaluation.

155 If a complaint is lodged against the result of the technical evaluation the bid security and the financial envelopes shall not be returned to the unsuccessful Consultants pending final decision on such complaints.

156 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

37. Opening of Financial Proposals

157 The letter of notification shall be written to Consultants whose Technical Proposals have been accepted by the Public Body stating the time and place of opening of the Financial Proposals. The notification shall be sent to all such Consultants at the same time and adequate time should be given to all Consultants wishing to attend the financial envelopes opening proceeding.

158 If a complaint is lodged against the result of the technical evaluation, the Financial Proposals shall not be opened pending decision on such complaint.

159 The Financial Proposals shall be opened in the presence of the Consultants whose Technical Proposals have been accepted and to whom letter of notification is written to attend the proceeding in accordance with Sub-Clause 38.1 above.

160 The envelopes containing the Financial Proposals of Consultants successful in the technical evaluation shall be opened and the name of the Consultant, the technical score of the Consultant, the total price offered and any discount given by such Consultant and the conditions for such discount, and any other information related to price shall be read aloud to inform the Consultants in accordance with Sub-Clause 38.3 above.

161 The Public Body shall record the minutes of the Financial Proposal opening that shall include, as a minimum: the name of the Consultants, their Financial Proposal price, and any other salient points raised in the Financial Proposal opening proceeding. The Consultants' representatives who are present shall be requested to sign the attendance sheet. The omission of a Consultant's signature on the attendance sheet shall not invalidate the contents and effect of the minutes. A copy of the minutes shall be distributed to all Consultants.

38. Evaluation of Financial Proposals

162 The Public Body shall evaluate each Financial Proposal that has been opened.

163 For evaluation and comparison purposes, the Public Body shall convert all Financial Proposal's prices expressed in the amounts in various currencies into a single currency indicated in BDS, using the selling exchange rate established by the National Bank of Ethiopia and on the date of the Bid opening.

164 To evaluate each Financial Proposal, the Public Body shall consider the following:

(a). The Financial Proposal total price;

(b). Price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 33;

(c). Price adjustment due to discounts offered;

(d). Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITC Sub-Clause 39.2;

(e). Adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 32;

(f). Adjustments due to the application of a margin of preference, in accordance with ITC Clause 34.

165 In addition to the correction of computational errors, as indicated under ITC Sub-Clause 33, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

(a). If the Time-Based form of contract has been included in the Request for Proposals, the Public Body shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Financial Proposal cost;

(b). If the Lump-Sum form of contract has been included in the Request for Proposals, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency in accordance with ITC Sub-Clause 39.2.

166 Unless otherwise indicated in the BDS, prices offered by foreign and local Consultants shall, for the purpose of evaluation, include those taxes, duties, fees, and other charges imposed under applicable low (and to be paid under the Contract, unless the Consultant is exempted). Prices offered by foreign and local Consultants may also include translation, travel, stationery and other incidental expenses.

167 If this Request for Proposals allow Consultants to quote separate prices for different lots, and the award to a single Consultant of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Financial Proposal Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation Methodology and Criteria.

39. Comparison of Financial Proposals

168 The Public Body shall compare all substantially responsive Financial Proposals to determine the best evaluated proposal, in accordance with the methodology specified in Section 3, Evaluation Criteria.

169 In the Quality and Cost based selection The Public Body shall apply the following selection procedure:

(a). The highest point shall be given to the lowest priced Financial Proposal, and conversely, the lowest point shall be given to the highest priced Financial Proposal; among technically qualified Proposals;

(b). The points given to other Consultants shall be determined depending on their price offers;

(c). From the total merit points to be given for Bid Proposals submitted by Consultants in a bid for procurement of Consultancy Service, the share of the Technical shall be 80% and the

remaining 20% shall be the share of Financial Proposal;

(d). The Consultant scoring the highest point in the total sum of the technical and financial evaluation shall be selected as the successful Consultant.

170 In the Quality based selection the Consultant scoring the highest point in the evaluation of the technical proposals shall be selected as the successful Consultant.

171 In the Fixed Budget selection the Consultant offering the price within the budget limit allocated to the procurement and scoring the highest point in the total sum of the technical & financial evaluations shall be selected as the successful Consultant.

172 In the selection based on Least Cost the Consultant offering the lowest evaluated price shall be selected as the successful Consultant from among the Consultants who have technically qualified by satisfying the minimum point.

40. Negotiations

173 Prior to the expiration of Proposal validity, the Public Body shall notify the successful Consultant in writing and invite it to negotiate the Contract at the location indicated in the BDS.

174 The negotiation to be held with the selected Consultant shall focus on the content of the consultancy work, the method applied to accomplish the work, the quality of the professional staff to be engaged by the Consultant, the work schedules, which shall indicate activities, staff, periods in the field and in the home office, staff months, the material to be used by the Consultant in the performance of the service, the content of the report to be submitted by the Consultant as well as the manner of submitting such report and such other issues arising from the performance of the service.

175 The essential requirements of the Request for Proposals and the quality of the work to be delivered by the Consultant are not negotiable.

176 No negotiation shall be allowed between the Public Body and the Consultant on the price quoted by the Consultant.

177 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Public Body expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Public Body shall require assurances that the staff members will be actually available. The Public Body shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

178 The agreement to be reached with the Consultant pursuant to Sub-Clauses above, shall not be detrimental to the interest of the Public Body, nor favor the selected Consultant to the prejudice of the other Consultants.

41. Post-qualification Evaluation

179 After identifying the successful Consultant by evaluating the Bid Proposal documents against the criteria set forth in this Request for Proposals the Public Body shall conduct post qualification evaluation to establish the current qualification of the successful Consultant where it feels that it has to be ascertained.

180 Such post qualification evaluation of the successful Consultant may relate to the documentary evidence specified in ITC Clause 36, unless satisfactory documents are already included in the bid, concerning its current legal, professional, technical, and financial standing and conformity

to the requirements stated in this Request for Proposals.

181 If the successful Consultant fails to provide this documentary proof within 15 calendar days following the Public Body's request or if the successful Consultant is found to have provided false information its Bid Proposal shall be disqualified,, in which event the Public Body shall proceed to the next lowest evaluated Bid Proposal to make a similar determination of that Consultant's capabilities to perform satisfactorily.

42. Acceptance or Rejection of Bid Proposals

182 The Public Body reserves the right to accept or reject any Bid Proposal, and to annul the bidding process and reject all Bid Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

43. Re-advertising Bid Proposals

183 The Public Body may issue Invitation for Expression of Interest for a second time under the following circumstances:

(a). Where the Invitation for Expression of Interest has been unsuccessful, namely where no qualitatively or financially worthwhile Bid Proposals have been received.

(b). Where the best price offered by a Consultant is significantly higher than the market price estimate of the object of procurement made by the Public Body prior to the issuance of the Invitation for Expression of Interest.

(c). Where it is concluded that non compliance with the rules and procedures governing Bid Proposals prescribed by the Proclamation and Procurement Directive led to the failure of the Invitation for Expression of Interest to attract more than one Consultant, or where it is believed that modifying the Request for Proposals could attract adequate number of Consultants.

(d). Circumstances of Force Majeure render normal implementation of the Contract impossible.

Part 7 Award of Contract

44. Award Criteria

184 The Public Body shall award the Contract to the Consultant whose Bid Proposal has been determined to be the lowest evaluated Bid Proposal and is substantially responsive to the Request for Proposals, provided further that the Consultant is determined to be qualified to perform the Contract satisfactorily.

185 If Bid Proposals are being invited for individual contracts (lots) Contracts will be awarded lot by lot, but the Public Body may select the most favorable overall solution after taking account of any discounts offered.

186 If the Consultant is awarded more than one lot, a single contract may be concluded covering all those lots.

45. Right to Vary Quantities at Time of Award

187 At the time the Contract is awarded, the Public Body reserves the right to increase or decrease the scope of Consultancy Services originally specified in Section 6, Schedule of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid Proposal and the Request for Proposals.

46. Announcing and Awarding of the Successful Consultant

188 Prior to expiry of the period of Bid Proposal validity, the Public Body shall notify in writing the result of a Bid Proposal evaluation to all Consultants alike at the same time.

189 The letter of notification to be disclosed to the unsuccessful Consultants on the Bid Proposal evaluation shall state the reason why they did not succeed in their Bid Proposal and the identity of the successful Consultant

190 A letter of award to be sent by the Public Body to a successful Consultant shall not constitute a contract between him and the Public Body. A contract shall be deemed to have been concluded between the Public Body and the successful Consultant only where a contract containing detailed provisions governing the execution of the procurement in issue is signed.

191 A letter of contract award to be sent to a successful Consultant, depending on the type of contract, may contain the following information:

(a). That the Public Body has accepted his Bid Proposal;

(b). The total contract price;

(c). The amount of the performance security the successful Consultant is required to furnish and the deadline for providing such security.

47. Signing of Contract

192 Promptly after notification of the proposed contract award the Public Body shall send the successful Consultant the Contract.

193 Within fifteen (15) days of receipt of the notification of award, the successful Consultant shall sign, date, and return it to the Public Body the Contract

194 The Public Body shall not sign a contract before seven working days from the date Consultants are notified of the result of their Bid Proposal or of any complaint against the bid proceeding.

48. Performance Security

195 Within fifteen (15) days from signing the contract the successful Consultant shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Public Body.

196 Failure of the successful Consultant to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security.

197 Small and micro enterprises shall be required to submit a letter of guarantee written by a competent body organizing and overseeing them in lieu of bid security, performance security or advance payment guarantee.

198 Where the successful Consultant can not or is unwilling to sign a contract or furnish the above-mentioned Performance Security, the Public Body may either declare the Consultant submitting the second most preferred Bid Proposal the successful Consultant or invite such Consultant to sign a contract or advertise the Bid Proposal afresh by assessing the benefit of the two options.

Section 1. Bid Data Sheet

Table of Contents

A. Introduction 1
B. Request for Proposals 2
C. Preparation of Bid Proposals 2
D. Submission and Opening of Bid Proposals 4
E. Evaluation, and Comparison of Bid Proposals 5
F. Award of Contract 5

Section 2. Bid Data Sheet (BDS)

Instructions to Consultants (ITC) reference	Data relevant to ITC
Part 8 Introduction	
ITC 1.1	The Public Body is: Registered Address:
ITC 1.1	The Request for Proposals is issued under Procurement Method:
ITC 1.2 and 24.5(b)	The Project name is: General description of Consultancy Services that are subject of the procurement is:
ITC 1.4and 24.5(b)	The Procurement Reference Number is:
ITC 1.4	The number and identification of Lots in this Request for Proposals is:
ITC 4.1(a)	The individuals or firms in a joint venture, consortium or association jointly and severally liable.
ITC 4.5(b)(ii)	Domestic Consultants shall provide VAT registration certificate issued by the tax authority in case of contract value of and above.
ITC 4.5(b)(iv)	Relevant professional practice certificate required.
ITC 4.7	A Consultant shall amend the evidence of its continued eligibility with the following documents:

Part 9 Request for Proposals

ITC 7.1 and 9.4

For **questions and/or <u>clarification purposes</u>** only, the Public Body's address is:

Public Body:	
Attention:	
Floor/Room number:	
P.O. Box:	
Street Address:	
Town/City:	
Post Code:	
Country:	Ethiopia
Telephone:	
Facsimile:	
E-mail address	

ITC 7.1 and 9.4

The deadline for submission of questions and/or clarifications is:

Date:

Time:

Part 10 Preparation of Bid Proposals

ITC 11.1	Language of the Bid Proposal shall be .
ITC 12.4	An invitation to submit Bid Proposals has been sent to the following Consultants:
ITC 13.1	A Consultant obtain the Public Body's permission to enter into a Joint Venture with other Consultants not invited for this assignment.
ITC 13.2	A Consultant associate with other Consultants invited for this assignment.
ITC 13.3	Limits on subcontracting are the following:
ITC 14.1	The Consultant must provide in the Consultant Certification of Compliance Form information related to its professional qualification and capability for the current and the previous years in order to proof its professional capacity.
ITC 15.2(b)	The Consultant must submit the following documents as a proof of its financial standing:
ITC 16.3	The Consultant must submit at least Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past years with a budget of at least .

ITC 16.7	The Public Body undertakes physical checking of current Consultant's technical qualifications and competence.
ITC 17.1	The estimated number of key professional staff-months is:
ITC 17.2	For fixed-budget-based assignments, the available budget is the following:
ITC 18.2	The format of the Technical Proposal to be submitted is : ☐ Full Technical Proposal (FTP), or ☐ Simplified Technical Proposal (STP)
ITC 19.1(b) (v)	(i) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Federal Democratic Republic of Ethiopia for purposes of the Services; (ii) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (iii) Cost of office accommodation, investigations and surveys; (iv) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (v) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (vi) Cost of printing and dispatching of the reports to be produced for the Services; (vii) Other allowances where applicable and provisional or fixed sums (if any); and (viii) Cost of such further items required for purposes of the Services not covered in the foregoing.
ITC 19.3	The total Financial Proposal price broken down into separate activities.
ITC 19.4	The Financial Proposal indicate local taxes as a separate amount. If affirmative, the Public Body shall: (b). reimburse the Consultant for any such taxes paid by the Consultant; or (c). pay such taxes on behalf of the Consultant.
ITC 19.7	Prices quoted for each lot shall correspond to at least percent of the items specified for each lot. Prices quoted for each item of a lot shall correspond to at least percent of the quantities specified for each item of a lot.
ITC 20.1	For those inputs to the Consultancy Services that the Consultant expects to provide from inside Ethiopia the prices shall be quoted in_
ITC 21.1	The Bid Proposal validity period shall be: days.
ITC 22.1	A Bid Proposal security required. If a Bid Proposal security is required, the amount of the Bid Proposal security shall be .

Part 11 Submission and Opening of Bid Proposals

ITC 24.7

In addition to the original of the Bid Proposal, the number of copies required is: .

ITC 25.1

For **Bid Proposal submission purposes** only, the Public Body's address is:

Public Body:	
Attention:	
Floor/Room number:	
P.O. Box:	
Street Address:	
Town/City:	
Post Code:	
Country:	Ethiopia

The deadline for Bid Proposal submission is:

Date:

Time:

ITC 28.1

The **Bid Proposal opening** shall take place at:

Public Body:	
Floor/Room number:	
Street Address:	
Town/City:	
Post Code:	
Country:	Ethiopia
Date:	
Time:	

<table>
<tr><th colspan="2">Part 12 Evaluation, and Comparison of Bid Proposals</th></tr>
<tr><td>ITC 33.2</td><td>Consultant has to confirm that he accepts the correction of the calculation error within the period</td></tr>
<tr><td>ITC 36.4(b)</td><td>Consultant must provide in the Consultant Certification of Compliance Form information about major relevant contracts successfully completed in the course of the past years.</td></tr>
<tr><td>ITC 36.5(c)</td><td>The average annual turnover for the last business year of the Consultant must exceed times the amount of the Financial Proposal.</td></tr>
<tr><td>ITC 39.2</td><td>The currency that shall be used for proposal evaluation and comparison purposes to convert all proposal prices expressed in various currencies into a single currency is:</td></tr>
<tr><td>ITC 39.5</td><td>The evaluation include all taxes, duties, fees, levies and other charges.</td></tr>
<tr><td>ITC 39.6</td><td>Multiple award to one Consultant be permitted.
The evaluation methodology to determine the lowest-evaluated combination of lots shall be detailed in Section 3 Evaluation Methodology and Criteria.</td></tr>
<tr><td>ITC 41.1</td><td>The Negotiation shall take place at:
<table>
<tr><td>Public Body:</td><td></td></tr>
<tr><td>Floor/Room number:</td><td></td></tr>
<tr><td>Street Address:</td><td></td></tr>
<tr><td>Town/City:</td><td></td></tr>
<tr><td>Post Code:</td><td></td></tr>
<tr><td>Country:</td><td>Ethiopia</td></tr>
</table></td></tr>
<tr><th colspan="2">Part 13 Award of Contract</th></tr>
<tr><td>ITC 46.1</td><td>The percentage by which quantities may be increased is: .
The percentage by which quantities may be decreased is: .</td></tr>
</table>

Section 1. Evaluation Methodology and Criteria

Table of Contents

1. Professional, Technical, and Financial Qualification Criteria 1
2. Evaluation of the Technical Proposal 1
3. Evaluation and Comparison of Financial Proposals 3
4. Domestic Preference 4
5. Evaluation of Multiple Contracts 4

[illegible]

This section, read in conjunction with Section 1, Instructions to Consultants and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Public Body shall use to evaluate a bid and determine whether a Consultant has the required qualifications. No other factors, methods or criteria shall be used.

1. Professional, Technical, and Financial Qualification Criteria

The following qualification criteria will be applied to Consultants. In the case of bids submitted by a consortium, these qualification criteria will be applied to the consortium as a whole :

199 **Professional Qualifications and Capability of the Consultant (ITC Clause 14)**

(a). ☐ At least staff currently work for the Consultant;

(b). ☐ Among the staff mentioned in sub-clause (a) should be at least ;

(c). ☐

200 **Technical Qualifications, Competence, and Experience of the Consultant (ITC Clause 16)**

(a). ☐ The Consultant has successfully completed at least contracts with a budget of at least that of this contract in the past years;

(b). ☐

201 **Financial Standing of the Consultant (ITC Clause 15)**

(a). ☐ The average annual calculated as total certified payments received for contracts in progress or completed within the last years must exceed times the amount of the Financial Proposal;

(b). ☐ .

2. Evaluation of the Technical Proposal

202 The Technical Proposals shall be examined to confirm that all documentary evidence establishing the Consultants' qualifications requested in ITC Clause 18 have been provided;

203 After confirming the Technical Proposals comprise all mandatory documentary evidence establishing the Consultant's qualification the Public Body will rule on the legal, technical, professional, and financial admissibility of each bid, classifying it as compliant or non-compliant with qualification requirements set forth in the Request for Proposals;

204 The Public Body will then analyze the Technical Proposals' conformity in relation to the Terms of Reference, classifying them technically compliant or non-compliant.

205 The Public Body shall continue evaluation of Technical Proposals that have been determined to be substantially responsive with rectification of nonconformities and omissions in Proposals, if any.

206 Provided all mandatory legal, professional, technical, and financial requirements have been met Technical Proposals shall be evaluated and scored in accordance with ITC Clause 37 by taking into account the following technical evaluation criteria in order of their importance and their proportional weight in the total system of evaluation, as specified below:

(a). The technical evaluation criteria and their weighting points that indicate their level of importance are determined, as follows:

Priority	Name of criteria		Proportional points in %
1	**Qualifications and competence of the key professional staff engaged in the consultancy service:** (a) Team Leader		
	Total points for criterion (1):		**30-60 %**
	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:		
	(a) General qualifications	**20-30%**	
	(b) Adequacy for the assignment	**50-60%**	
	(c) Experience in region and language	**10-20%**	
	Total weight:	**100%**	
2	**Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:** (a) Technical approach and methodology (b) Work plan (c) Organization and staffing		
	Total points for criterion (2):		**20-50 %**
3	**Specific experience of the Consultants relevant to the assignment**		**5-10 %**
4	**Suitability of the transfer of knowledge (training) program:** (a) Relevance of training program (b) Training approach and methodology (c) Qualifications of experts and trainers		
	Total points for criterion (4):		**5-10%**
5	**Participation by Ethiopians among proposed key staff**		**5-10%**
Σ	**Total Points for the Five Criteria (1+2+3+4+5)**		**100**

(b). The Public Body will evaluate any technical evaluation criterion using the following scoring scale:

SCORING		DESCRIPTION
10	Excellent	Exceeds the requirements of the criteria significantly and in beneficial ways/very desirable
9	Very Good	Exceeds the requirements of the criteria in ways which are beneficial to our needs
7-8	Good	Fully meets the requirement of the criteria
5-6	Average	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
3-4	Poor	Addresses all of the requirements of the criterion to the minimum acceptable level.

SCORING		DESCRIPTION
1-2	Very Poor	Minimally addresses some, but not all, of the requirements of the criteria or lacking in critical areas.
0	Unsatisfactory	Does not satisfy the requirements of the criteria in any manner.

207 Individual weighted scores for all technical evaluation criteria shall be weighted according to the set proportional weighting factors. The weighted result shall be calculated by multiplying the score by the proportional weighting point of the individual criterion.

208 Consultants getting score less than in the evaluation shall be rejected and the envelopes containing the Financial Proposals of those Consultants scoring and above shall be opened.

3. Evaluation and Comparison of Financial Proposals

According to the methodology defined in the Public Procurement Proclamation and Directive the Public Body shall select the successful Consultant by applying the following method:

209 ☐ **Quality and Cost Based Selection**

(a). In the financial evaluation, the highest point shall be given to the lowest priced Financial Proposal, and conversely, the lowest point shall be given to the highest priced Financial Proposal; among technically qualified Proposals. The points given to other Consultants shall be determined depending on their price offers.

(b). From the total merit points to be given for proposals submitted by Consultants the share of Technical Proposal shall be 80% and the remaining 20% shall be the share of Financial Proposal.

(c). The Public Body shall then add the technical score to the Financial Proposal Price score to determine the aggregated (total) Bid Proposal score and final ranking of Proposals.

(d). The Public Body shall award the contract to the Proposal that has the highest point in the total sum of results of the technical and financial evaluation.

(e). Where two Consultants get equal merit points in the evaluation, preference shall be given to local Consultants.

(f). The Public Body may require Consultants scoring equal merit points in the evaluation to submit further Proposals on certain aspects of the Request of Proposals with a view to identifying the successful Consultant.

(g). Where by reason of the Consultants scoring equal merit points not submitting final proposals they are invited to submit, or by reason of the evaluation result of the final proposals submitted by the Consultants being still equal the successful Consultant can not be singled out, the successful Consultant shall be determined by casting lot in the presence, as far as possible, of the Consultants concerned

210 ☐ **Quality Based Selection**

(a). The Consultant scoring the highest point in the evaluation of the Technical Proposals shall be selected as the successful Consultant.

(b). Notwithstanding the provision of Sub-Clause above, if the price offered by the selected Consultant is beyond the Public Body's ability to pay, the Public Body may enter into a contract with the Consultant scoring the second highest point in the Technical Proposal to procure the required Consultancy Service, provided that the price offered by such Consultant is affordable to the Public Body.

211 ☐ **Fixed Budget Selection**

(a). In the financial evaluation, the highest point shall be given to the lowest priced Financial Proposal, and conversely, the lowest point shall be given to the highest priced Financial Proposal; among technically qualified Proposals. The points given to other Consultants shall be determined depending on their price offers.

(b). From the total merit points to be given for proposals submitted by Consultants the share of Technical Proposal shall be and the remaining shall be the share of Financial Proposal.

(c). The Consultant offering the price within the budget limit allocated to the procurement and scoring the highest point in the total sum of results of the technical and financial evaluations shall be selected as the successful Consultant.

(d). If necessary, negotiation may be held with the selected Consultant on certain issues excluding price.

(e). Consultants offering price in excess of the budget available for the procurement shall be disqualified

212 ☐ **Least Cost Based Selection**

(a). The Consultant offering the lowest evaluated price shall be selected as the successful Consultant from among the Consultants who have technically qualified by satisfying the minimum points set for technical qualification.

4. Domestic Preference

213 If the ITC Clause 34 so specifies, the Public Body will grant a margin of preference to local consultancy companies for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

(a). Responsive Financial Proposals shall be classified into the following groups:

(i) Group A: Financial Proposals submitted by local consultancy companies meeting the criteria of ITC Sub-Clause 34.3; and

(ii) Group B: all other Financial Proposals.

214 For the purpose of further evaluation and comparison of Financial Proposals only, an amount equal to 7.5% percent of the evaluated Financial Proposals' prices determined in accordance with ITC Sub-Clause 34.3 shall be added to all Financial Proposals classified in Group B.

5. Evaluation of Multiple Contracts

Since in accordance with ITC Sub-Clause 39.6 the Public Body be allowed to award one or multiple lots to more than one Consultant, the following methodology shall be used for award of multiple contracts:

To determine the lowest-evaluated lot combinations, the Public Body shall:

(a). evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITC 19.7;

(b). take into account:

(i) the lowest-evaluated Proposal for each lot that meets the requirement of evaluation criteria;

(ii) the price reduction per lot and the methodology for their application as offered by the Consultant in its Financial Proposal; and

(iii) the contract-award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity.

Section 2. Bidding Forms

Table of Contents

A. Technical Proposal - Standard Forms 1

1. Technical Proposal Submission Sheet - Form T 1 1
2. Consultant Certification of Compliance - Form T 2 4
3. Technical Proposal - Form T 3 5
4. Form - Data on Joint Venture/Consortium 8
5. Curriculum Vitae for Proposed Professional Staff - Form T 4 9
6. Bid Security 10

B. Financial Proposal - Standard Forms 11

1. Financial Proposal Submission Sheet - Form F 1 11
2. Financial Proposal - Form F 2 13

Part 14 Technical Proposal - Standard Forms

1. Technical Proposal Submission Sheet - Form T 1

Place and Date
Procurement Reference Number:
To:

Addis Ababa
Ethiopia

SUBMITTED BY[1]:

	Complete Name and Address of the Seat of the Consultant	Nationality[2]
Leader[3]		
Member		
Etc …		

In response to your Request for Proposals for the above Procurement Number:, we, the undersigned, hereby declare that:

(a) We have examined and accept in full the content of the Request for Proposals for the, Procurement Number: We hereby accept its provisions in their entirety, without reservation or restriction.

(b) We, the undersigned, offer to provide the Consultancy services for in accordance with your Request for Proposal dated and our Proposal.

(c) We are hereby submitting our Bid Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope;

(d) We are submitting our Bid Proposal in association with: .

(e) We hereby declare that all the information and statements made in this Bid Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

(f) Our Bid Proposal shall be valid for a period of days from the date fixed for the Bid Proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(g) If negotiations are held during the period of validity of the Bid Proposal we undertake to negotiate on the basis of the proposed staff. Our Bid Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

(h) We, including any Sub-consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1 and have not been debarred by a decision of the Public Procurement Agency

[1] One signed original Technical Proposal Form signed by each legal entity making the Bid Proposal must be supplied together with the number of copies specified in the Instruction to Consultants.
[2] Country in which the legal entity is registered.
[3] Add/delete additional lines for members as appropriate. Note that a sub-consultant is not considered to be a member for the purposes of this bidding procedure. If this Technical Proposal is being submitted by an individual Consultant, the name of the Consultant should be entered as "leader" and all other lines should be deleted.

from participating in public procurements for breach of our obligation under previous contract ;

(i) We have read and understood the provisions on fraud and corruption in GCC Clause 5 and confirm and assure to the Public Body that we will not engage ourselves into these evil practices during the procurement process and the execution of any resulting contract;

(j) We have not committed an act of embezzlement, fraud or connivance with other Consultants.

(k) We have not given or have been offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the Bid Proposal in our favor.

(l) We are not participating, as Consultants, in more than one Bid Proposal in this bidding process;

(m) We do not have any conflict of interest and have not participated in the preparation of the original Terms of Reference for the Public Body;

(n) If our Bid Proposal is accepted, we commit to submit a performance security in accordance with the GCC Clause 55 of the Request for Proposals, in the amount of for the due performance of the Contract;

(o) We, including any Sub-consultants or suppliers for any part of the Contract, have nationalities from eligible countries];

(p) We will inform the Public Body immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this Bid Proposal may result in our exclusion from this and other contracts funded by the Government of the Federal Democratic Republic of Ethiopia.

(q) We understand that this Bid Proposal, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.

(r) We understand that you reserve the right to reject any or all Bid Proposals that you may receive.

Name
In the capacity of .
Signed

Duly authorized to sign the Bid Proposal for and on behalf of .

Dated on [insert day] day of], 20

Attachments:

1. Valid trade license indicating the stream of business in which the Consultant is engaged;
2. VAT registration certificate issued by the tax authority ;
3. A valid tax clearance certificate issued by the tax authority ;
4. Business organization registration certificate or trade license issued by the country of establishment ; and
5. Relevant professional practice certificates.
6. Bid Security; and
7. Other documents requested by the Public Body.

2. Consultant Certification of Compliance - Form T 2[5]

Place and Date
Procurement Reference Number:
To:

Addis Ababa
Ethiopia

(a) General Information About the Consultant

Consultant's Legal Name:	
In case of Joint Venture, legal name of each party:	
Place of Registration:	
Legal Address in Country of Registration:	
Authorized Representative Information	Name: Position: Address: Telephone/Fax: E-mail address:
Attached copies of original documents of:	☐ In case of JV, letter of intent to form JV including a draft agreement, or agreement governing formation of JV, in accordance with ITC Sub-Clause 4.1
	☐ Form Data on Joint Ventures
	☐ In case of government owned entity from the Public Body's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITC Sub-Clause 4.4.

We have attached an official written statement by a power of attorney (or notary statement, etc.) proving that the above person, who signed the Bid Proposal on behalf of the company/joint venture/consortium, is duly authorized to do so.

[5] One signed original Consultant Certification of Compliance Form must be supplied together with the number of copies specified in the Instruction to Consultants. If this bid is being submitted by a joint venture/consortium, the data in the tables below must be the sum of the data provided by the joint venture/consortium members.

(b) Financial Standing

FINANCIAL DATA	Historic Information for Previous Years in				
	Year 2	Year 1	Last Year	Current Year	Average
A. Information from Balance Sheet					
1.Total Assets					
2. Total Liabilities					
I. Net Value (1-2)					
3. Current Assets					
4. Short-term debts					
II. Working Capital (3-4)					
B. Information from Income Statement					
1. Total Revenue					
2. Pre-tax Profits					
3. Losses					

Along with financial data we provided above we have attached the following documents as proof of our financial standing, as required in the BDS:

(c).

(d).

Attached documents comply with the following conditions:

- Documents reflect the financial situation of the Consultant or partner to a Joint Venture, and not sister or parent companies;
- Historic financial statements are audited by a certified accountant;
- Historic financial statements are complete, including all notes to the financial statements;
- Historic financial statements correspond to accounting periods already completed and audited.

Annual Turnover Data	
Year	**Amount and Currency**
Average Annual Turnover*	

*Average annual turnover calculated as total certified payments received for contracts in progress or completed over the number of years specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 1.3(a), divided by that same number of years.

(c) Consultant's Organization

(d) Technical Qualifications, Competence, and Experience in the Procurement Object

As proof of the technical and professional ability in providing the Consultancy Services similar to the ones requested under this assignment the tables below summarize the major relevant contracts successfully completed in the course of the past years with a budget of at least that of this Bid Proposal.

Each partner of a Joint Venture should separately provide details of its own relevant contracts.

.

Assignment Name:	Approx. value of the contract (in current US$)
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	Approx. value of the services provided by your firm (in current US$)
Telephone number:	E-mail address:
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	Nº of professional staff-months provided by associated Consultants:
Names of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

The Clients' Certificates concerning the satisfactory execution of contract are attached to this document

(e) Professional Qualifications and Capabilities

In order to proof our professional qualifications and capability the following table contains personnel statistics for the current and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Specialists in Technical Area	Overall	Specialists in Technical Area	Overall	Specialists in Technical Area
Permanent						
Temporary						
TOTAL						

The following Team Skill Matrix identifies the skills that are relevant to the role in the contract team and are required for successful execution of the contract:

Expert Name			
Role:	(e.g., Project Manager, Technical Specialist, etc)		
Knowledge	**Knowledge Level**	**Resume Page Reference**	**Comments**
Experience	**Knowledge Level**	**Resume Page Reference**	**Comments**

Additional Knowledge and Experience	**Knowledge Level**	**Resume Page Reference**	**Comments**

Experience indicated in the matrix is backed up in the individual's resume.

We have used the following ratings in order to accurately reflect the skill ratings of our team:

U	Understanding	Has exposure to education in the subject area but has not used this skill set in practice.
W	Working	Has limited working experience using this skill set.
P	Proficient	Has hands-on experience using this skill set to implement between 2 to 5 projects of various scope/complexity.
X	Expert	Has hands-on experience using this skill set in a key role to implement more than 5 projects of various scope/complexity.

(f) Comments and Suggestions on the Terms of Reference

(g) Comments and Suggestions on the Staff and Facilities to be Provided by the Public Body

(h) Managerial and Control Procedures

(i) Consultant Audit Agency

(j) Bank Account Number and Bank Address

The bank account into which payment should be made is the following:

Name
In the capacity of .

Signed

Duly authorized to sign the Bid Proposal for and on behalf of .

Dated on [insert day] day of], 20

Attachments:
1. Statement issued by a power of attorney authorizing the signatory of the Bid Proposal;
2. Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past years, as required in the BDS.
3. Individual's resume for proposed Professional Staff -Form T 4.
4. Audited financial statements;
5. Documents required as proof of the Consultant's financial standing, as required in the BDS.

3. Technical Proposal - Form T 3

Place and Date
Procurement Reference No.:
Alternative No.:

To:

Addis Ababa
Ethiopia

(a) Technical Approach and Methodology

(b) Work Plan

(c) Organization and Staffing

(d) Work Schedule

No.	Activity	Time Period											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

(e) Team Composition and Task Assignments

Professional Staff				
Name	**Firm**	**Area of Expertise**	**Position**	**Tasks Assigned**

(f) Staffing Schedule

No	Name of Staff	Foreign / National	Staff Input												Total Staff Input		
			1	2	3	4	5	6	7	8	9	10	11	12	Home	Field	Total
Foreign																	
1																	

2																
3																
n																
														Subtotal 1		
Local																
1																
2																
n																
														Subtotal 2		
														Total		

Full time input
Part-time input

Name
In the capacity of .

Signed

Duly authorized to sign the Bid Proposal for and on behalf of .

Dated on [insert day] day of], 20

Attachments:

4. Form - Data on Joint Venture/Consortium

Date:
Procurement Reference Number:
Alternative No:

1.	**Name of Joint Venture/Consortium**	
2.	**Managing Board's Address**	
	P.O. Box:	
	Street Address:	
	Town/City:	
	Post Code:	
	Country:	
	Telephone:	
	Facsimile:	
	E-mail address	
3.	**Agency in the Federal Democratic Republic of Ethiopia, if any (in the case of a joint venture/consortium with a foreign lead member)**	
	P.O. Box:	
	Street Address:	
	Town/City:	
	Post Code:	
	Telephone:	
	Facsimile:	
	E-mail address	
4.	**Names of Members**	
	Member 1	
	Member 2	
	Etc.	
5.	Name of Lead member	
6.	**Agreement governing the formation of the joint venture/consortium**	
	Date of signature	
	Place	
7.	Proposed proportion of responsibilities between members (in %) with indication of the type of the services to be performed by each	

Name
In the capacity of .
Signed
Duly authorized to sign the bid for and on behalf of .
Dated on [insert day] day of], 20

5. Curriculum Vitae for Proposed Professional Staff - Form T 4

1. Proposed Position: _____

2. Name of Firm: _____

_____

3. Name of Staff: _____

4. Date of Birth: _____**Nationality:** _____

5. Education: _____

_____

6. Membership of Professional Associations: _____

_____

7. Other Training: _

_____

8. Countries of Work Experience: _____

_____

9. Languages: _____

10. Employment Record: _____

From: _____ **To**: _____

Employer: _____

Positions held:

11. Detailed Tasks Assigned:	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:** Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

Full name of authorized representative: _____

6. Bid Security

Date:

Procurement Reference Number:

Alternative No:

To:

Whereas (hereinafter "the Consultant") has submitted its Bid Proposal dated for Procurement reference Number for the supply of , hereinafter called "the Bid Proposal."

KNOW ALL PEOPLE by these presents that WE , of having our registered office at (hereinafter "the Guarantor"), are bound unto (hereinafter "the Public Body") in the sum of , for which payment well and truly to be made to the aforementioned Public Body, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this] day of , .

THE CONDITIONS of this obligation are the following:

1. If the Consultant withdraws its Bid Proposal during the period of Bid Proposal validity specified by the Consultant in the Bid Proposal Submission Sheet, except as provided in ITC Sub-Clause 21.2; or
2. If the Consultant, having been notified of the acceptance of its Bid Proposal by the Public Body, during the period of Bid Proposal validity, fails or refuses to:
   (a) Execute the Contract; or
   (b) Furnish the Performance Security, in accordance with the ITC Clause 49; or

We undertake to pay the Public Body up to the above amount upon receipt of its first written demand, without the Public Body having to substantiate its demand, provided that in its demand the Public Body states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of Bid Proposal validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name:

In the capacity of

Signed:

Duly authorized to sign the Bid Proposal for and on behalf of:

Dated on [insert day] day of], 20

Part 15 Financial Proposal - Standard Forms

1. Financial Proposal Submission Sheet - Form F 1

Place and Date
Procurement Reference Number:
To:

Addis Ababa
Ethiopia

SUBMITTED BY[6]:

	Complete Name and Address of the Seat of the Consultant	Nationality[7]
Leader[8]		
Member		
Etc …		

In response to your Request for Proposals for the above Procurement Number:, we, the undersigned, hereby declare that:

(a) We have examined and accept in full the content of the Request for Proposals for the, Procurement Number: We hereby accept its provisions in their entirety, without reservation or restriction.

(b) We offer to provide the Consultancy services for in conformity with your Request for Proposals and our Technical and Financial proposals;

(c) The total price of our Financial Proposal, inclusive of local taxes and excluding any discounts offered in item (d) below is: ;

(d) The discounts offered and the methodology for their application are:

Unconditional Discounts: If our Financial Proposal is accepted, the following discounts shall apply. .

Methodology of Application of the Discounts: The discounts shall be applied using the following method: ;

Conditional Discounts: If our Financial Proposal(s) are accepted, the following discounts shall apply. .

Methodology of Application of the Discounts: The discounts shall be applied using the following method: ;

(e) The prices in this Financial Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other consultant or competitor relating to:

[6] One signed original Financial Proposal Form signed by each legal entity making the Bid Proposal must be supplied together with the number of copies specified in the Instruction to Consultants.
[7] Country in which the legal entity is registered.
[8] Add/delete additional lines for members as appropriate. Note that a sub-consultant is not considered to be a member for the purposes of this bidding procedure. If this Financial Proposal is being submitted by an individual Consultant, the name of the Consultant should be entered as "leader" and all other lines should be deleted.

i. Those prices;
ii. The intention to submit a proposal; or
iii. The methods or factors used to calculate the prices offered.

(f) The prices in this Financial Proposal have not been and will not be knowingly disclosed by the , directly or indirectly, to any other consultant or competitor before bid opening.

(g) Our Financial Proposal shall be valid for a period of days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;

(h) We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing;

(i) We have fulfilled our obligations to pay taxes according to Ethiopian Tax laws

(e) We understand that you are not bound to accept any Financial Proposal that you receive;

Name:
In the capacity of

Signed:

Duly authorized to sign the Financial Proposal for and on behalf of .

Dated on [insert day] day of], 20

Attachments:
1. Financial Proposal (Form F2); and
2. Other documents requested by the Public Body.

[

2. Financial Proposal - Form F 2

Place and Date
Procurement Reference No.:
Alternative No.:

To:

Addis Ababa
Ethiopia

(a) Financial Proposal Total Price

Price Item	Price	Price in ETB
Total Price of Financial Proposal		

(b) Breakdown of Financial Proposal by Activity

Group of Activities (Phase):	**Description:**	
Price Item	**Price**	**Price in ETB**
Fees		
Reimbursable Expenses		
Local taxes		
Subtotals		

(c) Breakdown of Fees (Time-Based)

No	Name of Staff	Position	Staff-month Rate	Inputs Staff-months	Rate	Rate in ETB
Foreign Staff						
1						
2						
3						
n						
				Subtotal 1		

Local Staff						
1						
2						
n						
				Subtotal 2		
				Total		

(d) Breakdown of Fees (Lump-Sum)

.]

No	Name of Staff	Position	Staff-month Rate
Foreign Staff			
1			
2			
3			
n			
Local Staff			
1			
2			
n			

(e) Breakdown of Reimbursable Expenses (Time-Based)

[This table shall only be used when the Time-Based Form of Contract has been included in the RFP]

Group of Activities (Phase): _____

No	Description	Unit	Unit Cost	Quantity	Cost	Cost in ETB
	Per diem allowances	Day				
	International flights	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between and					
	Drafting, reproduction of report					
	Equipment, instruments, materials, supplies, etc.					

	Shipment of personal effects	Trip				
	Use of computers, software					
	Laboratory tests					
	Subcontracts					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Public Body's personnel					
				Total Costs:		

(f) Breakdown of Reimbursable Expenses (Lump-Sum)

.]

No	Description	Unit	Unit Cost
	Per diem allowances	Day	
	International flights	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between and		
	Drafting, reproduction of report		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Public Body's personnel		

Name:
In the capacity of
Signed:

Duly authorized to sign the Financial Proposal for and on behalf of .

Dated on [insert day] day of], 20

Attachments:
Documents required in the BDS as proof of the Consultant's financial standing;

Section 1. Eligible Countries

Part 16 Eligible Countries

Procurement Reference Number:

Goods supplied and Consultancy Services provided under the Contract may originate from any country except if:

(e). As a matter of law or official regulation, the Government of the Federal Democratic Republic of Ethiopia prohibits commercial relations with that country, provided that the Government of the Federal Democratic Republic of Ethiopia is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or

(f). By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Federal Democratic Republic of Ethiopia prohibits any import of Goods from that country or any payments to persons or entities in that country.

Part 2 Schedule of Requirement

Section 1. Terms of Reference

Table of Contents

A. Background of the Assignment 1
B. Scope of the Consultancy Services Required 1
C. Schedule of Requirements 1
D. Documentation Requirements 2

Part 17 Background of the Assignment

Part 18 Scope of the Consultancy Services Required

Part 19 Schedule of Requirements

1. **List of Outcomes and Output Targets to be Delivered**
2. **Required Performance Levels**
3. **Specific Standards and Targets for the Consultancy Service**
5. **Quality Assurance Requirements**
6. **Performance Measures and Targets**
7. **Location Constraints and Limitations**
8. **Breakdown of Costs**
9. **Training Requirements**
10. **Contract Management Requirements**
11. **Statement of Responsibilities**
12. **Transition Arrangements**

Part 20 Documentation Requirements

Part 3 Contract

Section 1. General Conditions of Contract

Table of Clauses

A. General Provisions 1

1. Definitions 1
2. Appointment 3
3. Relationship Between the Parties 4
4. Due Diligence 4
5. Fraud and Corruption 4
6. Interpretation 6

B. The Contract 6

7. Contract Documents 6
8. Governing Law 7
9. Language 7
10. Notices and written communications 7
11. Authority of Member in Charge 7
12. Authorized Officers 8
13. Assignment 8
14. Subcontracting 8
15. Modifications and Contract Amendments 9
16. Change in Laws and Regulations 9
17. Taxes and Duties 10
18. Force Majeure 10
19. Breach of Contract 11
20. Suspension of Assignment 11
21. Termination 12
22. Arrangements on Termination 14
23. Cessation of Rights and Obligations 14
24. Cessation of Consultancy Services 14
25. Settlement of Disputes 15
26. Liquidated Damages 15
27. Commencement of Consultancy Services 15

28. Intended Completion Date 16
29. Confidentiality 16
30. Miscellaneous 17

C. Obligations of the Public Body 18

31. Provision of Assistance and Exemptions 18
32. Access to Land 19
33. Services and Facilities 19
34. Payment 19
35. Counterpart Personnel 19

D. Payments to the Consultant 20

36. Contract Price and Currency 20
37. Type of Contract 20
38. Option 1 – Payments in respect of Lump Sum Contracts 20
39. Option 2 – Payments in respect of Time-Based Contracts 20
40. Payment Schedule and Advance Payment 21
41. Mode of Billing and Terms of Payment 22
42. Price Adjustments 23

E. Obligations of the Consultant 24

43. Consultant's Responsibilities 24
44. Eligibility 25
45. Code of Conduct 25
46. Conflict of Interests 26
47. Indemnification and Limitation of Liability 27
48. Insurance to be Taken Out by the Consultant 27
49. Health and Safety 28
50. Intellectual and industrial property rights 29
51. Reporting Obligations 30
52. Accounting, Inspection and Auditing 30
53. Data Protection 30
54. Review 31
55. Performance Security 31

F. Performance of the Contract 31

56. Scope of Consultancy Services 31
57. Deliverables 32
58. Performance of the Consultancy Services 32
59. Performance Measurement 33
60. Location 35
61. Use of Public Body's Sites 35

62. Equipment and Materials 35
63. Key Personnel 37
64. Approval of Personnel 38
65. Control and Supervision of Personnel 38
66. Working Hours of the Personnel 39
67. Removal and/or Replacement of Personnel 39
68. Extensions of Time 40

G. Fairness and Good Faith 40

69. Good Faith 40
70. Operation of the Contract 40

Section 7 General Conditions of Contract

Part 21 General Provisions

1. Definitions

215 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.

216 The following words and expressions shall have the meanings hereby assigned to them:

(a). "Authorized Officer"	means a person designated as such by the Public Body from time to time as notified in writing to the Consultant to act as the representative of the Public Body for all purposes connected with the Contract, including any authorized representative of such person;
(b). "Bankrupt"	means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due;
(c). "Completion"	means the fulfilment of the Contract by the Consultant in accordance with the terms and conditions set forth in the Contract;
(d). "Consultant"	means the natural or juridical person under contract with a Public Body to provide consultancy services;
(e). "Contract Documents"	means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto;
(f). "Contract Manager"	means a person designated as such by the Consultant from time to time as notified in writing to the Public Body to act as the duly authorized representative of the Consultant for all purposes connected with the Contract, including any authorized representative of such person;
(g). "Contract Price"	means the money payable by the Public Body to the Consultant based on the Contract Agreement and shall include all royalties, license fees or similar expenses in respect of the making, use or exercise by the Consultant of any Intellectual Property or Intellectual Property Rights for the purpose of performing the Contract;
(h). "Contract"	means the binding Contract Agreement entered into between the Public Body and the Consultant, comprising Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein,
(i). "Day"	means calendar day;

(j). "Delivery"	means the transfer of the Services from the Consultant to the Public Body in accordance with the terms and conditions set forth in the Contract;
(k). "Effective Date"	means the date on which this Contract comes into force and effect pursuant to GCC Sub-Clause 27.1;
(l). "Eligible Countries"	means the countries and territories eligible as listed in Section 5 of the Request for Proposals;
(m). "General Conditions of Contract"	hereinafter referred to as "GCC", means the conditions in this section of the Contract, which shall govern the Contract, except where amended by the SCC or Contract Agreement;
(n). "Good Industry Practice"	means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Consultant engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations;
(o). "Government"	means the Government of the Federal Democratic Republic of Ethiopia;
(p). "In writing"	shall be interpreted to include any document which is recorded in manuscript or typescript;
(q). "Insurances"	all or any of the policies of insurance required to be maintained by the Consultant pursuant to this Contract as set out in GCC Clause 48;
(r). "Liquidated damages"	means the compensation stated in the contract as being payable by Consultant to the Public Body for failure to perform the contract or part thereof within the periods under the contract, or as payable by Consultant to the Public Body for any specific breach identified in the contract;
(s). "Location"	means the location for the performance of the Consultancy Services as set out in the Appendix A hereto or as otherwise agreed in writing between the Public Body and the Consultant;
(t). "Lump Sum contract"	means a contract under which the Services are performed for an all inclusive fixed total amount;
(u). "Member"	means any of the entities that make up the joint venture / consortium / association; and "Members" means all these entities;
(v). "Party"	means the Public Body or the Consultant and includes their permitted successors and "Parties" means both of them;
(w). "Personal Data"	means data that relates to a living individual who can be identified from such data, and/or from such data and other information which is in the possession of, or is likely to come into the possession of the Consultant and includes any expression of opinion about an individual and any indication of the intentions of the Consultant in respect of an individual;
(x). "Personnel"	means persons engaged by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Federal Democratic Republic of Ethiopia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their

	domicile inside the Federal Democratic Republic of Ethiopia; and "Key Personnel" means the Personnel referred to in Clause GC 52;
(y). "Public Body"	means public body, which is partly or wholly financed by the Federal Government Budget, higher education institutions, and public institutions of like nature which has the powers and duties to conclude a Contract for the supply of Consultancy Services, as specified in the SCC;
(z). "Reimbursable Expenses"	means all assignment-related costs other than Consultant's remuneration;
(aa). "Services Purchase Order"	or acronym "SPO" means an individual order for Consultancy Services issued by Public Body pursuant to the terms, conditions, and pricing established in a Contract. Each individual Service Purchase Order is a binding contractual instrument and will reference and incorporate the terms and conditions of this Contract and specify the Consultancy Services to be provided, delivery schedule, and price;
(bb). "Services"	means the services to be performed by the Consultant as described in the Appendix A hereto;
(cc). "Special Conditions of Contract"	hereinafter referred to as "SCC", means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract;
(dd). "Sub-consultant"	means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Consultancy Services to be provided is subcontracted by the Consultant;
(ee). "Sub-contract"	means any contract or agreement or proposed contract or agreement between the Consultant (or any agent, servant or Sub-consultant of the Consultant) and any third party whereby that third party agrees to provide to the Consultant (or the relevant agent, servant or Sub-consultant of the Consultant) the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof but excluding contracts or agreements between the Consultant (or any agent, servant or Sub-consultant of the Consultant) and any third party which relate to the provision of facilities or services in the normal course of operating the Consultant's (or the relevant agent's, servant's or Sub-consultant's) business;
(ff). "Third Party"	means any person or entity other than the Public Body, the Consultant or a Sub-Consultant;
(gg). "Time-Based Contract"	means a contract under which the Services are provided on the basis of fixed fee rates and payments are made on the basis of time actually spent;

Part 2 Appointment

217 The Public Body appoints the Consultant to provide the Consultancy Services:

(a). Promptly (and in any event within any time targets as may be set out in the Section 6, Schedule of Requirements) and in a professional and courteous manner so as to reflect and promote the image of the Public Body;

(b). Strictly in accordance with the Schedule of Requirements and all provisions of the Contract; and

(c). In accordance with all applicable laws and regulations of the Federal Democratic Republic of Ethiopia and Good Industry Practice; and

(d). In accordance with the policies, rules, and procedures of the appropriate Authority as amended from time to time.

(e). In accordance with the quality standards set by the Quality and Standards Authority of Ethiopia (QSAE) and applicable international standards;

(f). In accordance with the terms and conditions of appointment as provided in this Clause in consideration of the Contract Price.

Part 3 Relationship Between the Parties

218 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Public Body and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

Part 4 Due Diligence

219 The Consultant acknowledges that it:

(a). Has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Public Body;

(b). Has raised all relevant due diligence questions with the Public Body before the Effective Date; and

(c). Has entered into this Contract in reliance on its own due diligence alone.

220 The Consultant acknowledges that it has inspected the Operating Environment and has advised the Public Body of any aspect of the Operating Environment that is not suitable for the provision of the Consultancy Services and that the specified actions to remedy the unsuitable aspects of the Operating Environment, together with a timetable for and the costs of those actions, have been specified in the relevant parts of the Contract for the Pre-Operational Phase.

221 If the Consultant has either failed to inspect the Operating Environment or failed to notify the Customer of any required remedial actions in accordance with Clause 4.2 then the Consultant shall not be entitled to recover any additional costs or charges from the Public Body relating to any unsuitable aspects of the Operating Environment nor shall the Consultant be entitled to seek relief in respect of any Default arising from such failure. The responsibility shall be on the Consultant to prove to the Public Body that any work to Public Body's Premises is required in respect of a latent structural defect and the additional costs or charges are reasonable and necessary. The Consultant shall not incur such additional costs or charges without obtaining the Public Body's prior written consent.

222 Any disputes relating to due diligence shall be resolved in accordance with the Ethiopian Law.

Part 5 Fraud and Corruption

223 It is the Government of the Federal Democratic Republic of Ethiopia's policy to require that Public Body, as well as Consultants/suppliers, to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government of the Federal Democratic Republic of Ethiopia represented by the Public Procurement and Property Administration Agency (herein referred to as the Agency) requires that Contracting Authorities shall include in bidding documents, provisions against corrupt practices.

224 If the Public Body determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Public Body may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of GCC Clause 21 shall apply as if such expulsion had been made under GCC Sub-Clause 21.2(i).

225 Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with GCC Clause 67.

226 The Agency defines, for the purposes of these provisions, the terms set forth below as follows:

(a). "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the procurement process or in contract execution, and

(b). "Fraudulent practice" is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.

(c). "Collusive practices" is a scheme or arrangement between two or more Consultants, with or without the knowledge of the Public Body, designed to establish prices at artificial, non competitive levels, and

(d). "Coercive practices" is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(e). "Obstructive practice" is

(i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Procurement and Property Administration Agency or their auditors' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or

(f). acts intended to materially impede the exercise of inspection and audit rights provided

for under GCC Sub-clause 52.2.

227 The Agency will debar a Consultant from participation in public procurement for a specified period of time if it at any time determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

228 The Agency reserves the right, where a Consultant has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a Consultant is ineligible, for a stated period of time, to be awarded a Government funded contract.

229 The Agency will have the right to require that, in contracts funded by the Government of Ethiopia, a provision be included requiring Consultants to permit the Agency to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency, if the Consultant engages in any corrupt practice.

230 Any communications between the Consultant and the Public Body or the Agency related to matters of alleged fraud or corruption must be made in writing.

Part 6 Interpretation

231 If the context so requires it, singular means plural and vice versa.

232 In these terms and conditions, words referring any particular gender include all other genders.

233 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

234 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

235 Nonwaiver

(a). Subject to GCC Sub-Clause 6.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b). Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

236 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Part 22 The Contract

Part 7 Contract Documents

237 The documents forming the Contract shall be interpreted in the following order of precedence in the event of any conflict between the documents comprising this Contract:

(a). Agreement, including all appendices;

(b). The Special Conditions of Contract;

(c). The General Conditions of Contract;

(d). Any other document listed in the SCC as forming part of the Contract.

238 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

239 Any action required or permitted to be taken, and any document required or permitted to be provided, under the Contract by the Public Body or the Consultant may be taken or provided by the authorized representatives specified in the SCC Clause 12.1.

240 The Contract constitutes the entire agreement between the Public Body and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Part 8 Governing Law

241 The Contract, its meaning and interpretation, and relation between the Parties shall be governed by and interpreted in accordance with the laws of the Federal Democratic Republic of Ethiopia, unless otherwise stated in SCC.

Part 9 Language

242 The Contract as well as all written and oral communication and documents relating to the Contract exchanged by the Consultant and the Public Body, shall be in language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language, but any documents provided in another language must be accompanied by an accurate translation into language specified in the SCC. For purposes of interpretation of the Contract, this translation shall govern.

243 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

Part 10 Notices and written communications

244 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

245 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

246 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

Part 11 Authority of Member in Charge

247 In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Public Body under this Contract, including without limitation the receiving of instructions and payments from the Public Body.

Part 12 Authorized Officers

248 Any notice, information or communication given to or made by an Authorized Officer shall be deemed to have been given or made by the Public Body.

249 The Consultant shall decline from providing the Consultancy Services to any of the Public Body's staff who are not Authorized Officers.

Part 13 Assignment

250 An assignment is a written agreement by which the Consultant transfers its contract or part thereof to a third party.

251 The Consultant shall not, without the prior written consent of the Public Body, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

(a). A charge, in favor of the Consultant's bankers, of any monies due or to become due under the Contract; or

(b). Assignment to the Consultant's insurers of the Consultant's right to obtain relief against any other person liable in cases where the insurers have discharged the Consultant's loss or liability.

252 For the purpose of GCC Clause 13.2 the approval of an assignment by the Public Body shall not relieve the Consultant of its obligations for the part of the Contract already performed or the part not assigned.

253 If the Consultant has assigned his Contract without authorization, the Public Body may, without giving formal notice thereof, apply as of right the sanctions for breach of Contract provided for in GCC Clauses 19 and 21.

254 Assignees must satisfy the eligibility criteria applicable for the award of the Contract and they can not be in any of the situations excluding them from participating in Contract.

255 Every assignment shall be subject to the provisions of this Contract and shall incorporate the terms and conditions of this Contract.

Part 14 Subcontracting

256 A sub-contract shall be valid only if it is a written agreement by which the Consultant entrusts performance of a part of the Contract to a third party.

257 In the event the Consultant requires the Consultancy Services of Sub-consultants that are not included in the Contract, the Consultant shall obtain the prior written approval and clearance of Public Body for all Sub-consultants. The Consultancy Services to be sub-contracted and the identity of the subcontractors shall be notified to the Public Body. The Public Body shall with due regard to the provisions of GCC Clause 10 within 15 days of receipt of the notification, notify the Consultant of its decision, stating reasons should he withhold such authorization.

258 The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

259 The Public Body shall have no contractual relations with the Sub-Contractors

260 Sub-consultants must satisfy the eligibility criteria applicable to the award of the contract and they cannot be in any of the situations excluding them from participating in contract.

261 The Consultant shall be responsible for the acts, defaults and negligence of his Sub-Consultants and their agents or employees, as if they were the acts, defaults or negligence of the Consultant, his agents or employees. The approval by the Public Body of the sub-contracting of any part of the contract or of the Sub- Consultant to perform any part of the consultancy services shall not relieve the Consultant of any of his obligations under the contract.

262 If the Consultant enters into a subcontract without approval, the Public Body may apply, as of right without giving formal notice thereof, the sanctions for breach of contract provided for in GCC Clauses 19 and 21.

263 If a Sub- Consultant is found by the Public Body to be incompetent in discharging its duties, the Public Body may request the Consultant forthwith, either to provide a Sub- Consultant with qualifications and experience acceptable to the Public Body as a replacement, or to resume the implementation of the tasks itself.

Part 15 Modifications and Contract Amendments

264 The Public Body may at any time request the Consultant through notice in accordance GCC Clause 10, to make changes within the general scope of the Contract.

265 If any such change causes increase or decrease in the time required for, the Consultant's performance of any provisions under the Contract, an equitable adjustment shall be made in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Consultant for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Consultant's receipt of the Public Body's change order.

266 Prices to be charged by the Consultant for any Consultancy Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.

267 Any change to the terms of the Contract must be recorded in writing and executed by authorized signatory of the Consultant and the Authorized Officer. Such record of the change in question must address all consequential amendments required to be made to the Contract as a result of such change.

268 Changes will take effect as from the date specified in the signed record of change and shall not have retrospective effect unless expressly provided for in such record.

269 Each record of change must be dated and sequentially numbered. Each of the Public Body and the Consultant will be entitled to an original executed counterpart of the record of variation.

270 Except as provided in any such record of variation, the Contract will continue in full force and effect.

Part 16 Change in Laws and Regulations

271 Unless otherwise specified in the SCC, If, after the date of the Request for Proposals, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Federal Democratic Republic of Ethiopia where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall not be increased or decreased accordingly and/or the Delivery Date shall not be adjusted to the extent that Consultant has thereby been affected in the performance of any of its obligations under the Contract.

Part 17 Taxes and Duties

272 Unless otherwise specified in the SCC, the Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government

authorities, both within and outside the Federal Democratic Republic of Ethiopia, in connection with the provision of the Consultancy Services to be supplied under the Contract,.

Part 18 Force Majeure

273 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Consultant, and which makes a Consultant's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes:

(a). An official prohibition preventing the performance of a contract,

(b). A natural catastrophe such as an earthquake, fire, explosion, storm, floods, or other adverse weather conditions, or

(c). International or civil war, or

(d). Strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), or

(e). The death or a serious accident or unexpected serious illness of the Consultant, or

(f). Other instances of Force Majeure identified as such by the civil code.

274 The following occurrences shall not be deemed to be cases of Force Majeure:

(a). A strike or lock-out taking of a party or affecting the branch of business in which he carries out his activities, or

(b). An increase or reduction in the price of raw materials necessary for the performance of the contract, or

(c). The enactment of new legislation where by the obligations of the debtor becomes more onerous, or

(d). Any event which is caused by the negligence or intentional action of a Consultant or such Consultant's Sub-consultants or agents or employees; or

(e). Any event which a diligent Party could reasonably have been expected to both:

(i) Take into account from the effective date of the Contract; and

(ii) Avoid or overcome in the carrying out of its obligations; or

(f). Insufficiency of funds or failure to make any payment required hereunder.

275 The failure of a Consultant to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Consultant affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

276 A Consultant affected by an event of Force Majeure shall take all reasonable measures to

(a). Remove such Consultant's inability to fulfill its obligations hereunder with a minimum of delay; and

(b). Minimize the consequences of any event of Force Majeure.

277 A Consultant affected by an event of Force Majeure shall notify the Public Body of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

278 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

279 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Public Body, shall either:

(a). Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Public Body, in reactivating the Services; or

(b). Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

280 Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, has become unable to provide the Consultancy Services, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.

281 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 25.

Part 19 Breach of Contract

282 Either party commits a breach of contract where it fails to discharge any of its obligations under the specific contract.

283 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

(a). Compensation / Claim for liquidated damages as specified in GCC Clause 26; and/or

(b). Termination of the contract.

284 In any case where the Public Body is entitled to damages, it may deduct such Suspension damages from any sums due to the Consultant or call on the appropriate guarantee.

Part 20 Suspension of Assignment

285 The Public Body may, by written notice of suspension of the assignment to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Contract provided that such notice of suspension shall:

(a). Specify the nature of the failure; and

(b). Request the Consultant to remedy such failure within a period not exceeding thirty days

(30) after receipt by the Consultant of such notice of suspension.

Part 21 Termination

Termination by the Public Body

286 Termination shall be without prejudice to any other rights or powers under the contract of the Public Body and the Consultant.

287 In addition to the grounds for termination defined in these General Conditions, the Public Body may, by not less than thirty days written notice of termination to the Consultant stating the reason for termination of the contract and the date on which such termination becomes effective. (except in the event listed in paragraph (o) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in this GCC Sub-Clause 21.2 (a) to (p), terminate the Contract if:

(a). The Consultant fails to provide any or all of the Consultancy Services within the period specified in the Contract, or within any extension thereof granted by the Public Body pursuant to GCC Clause 68 or if the Consultancy Services do not meet the Schedule of Requirements stated in the Contract;

(b). The Consultant fails to remedy a failure in the performance of their obligations as specified in a notice of suspension pursuant to GCC Clause 20 within thirty days of receipt of such notice of suspension of assignment or within such further period as the Public Body may has subsequently approved in writing;

(c). The Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;

(d). The Consultant fails to comply with any final decision reached as a result of direct informal negotiation pursuant to GCC Sub-Clause 25.2 hereof;

(e). The Consultant is unable, as the result of Force Majeure, to perform the Consultancy Services for a period of not less than sixty (60) days;

(f). The Consultant assigns the contract or sub-contracts without the authorization of the Public Body;

(g). The Consultant has been guilty of grave professional misconduct proven by any means which the Public Body can justify;

(h). The Consultant has been declared to be in serious breach of contract financed by the Federal Democratic Republic of Ethiopia's budget for failure to comply with its contractual obligations.

(i). The Consultant has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(j). Any organizational modification occurs involving a change in the legal personality, nature or control of the Consultant, unless such modification is recorded in an addendum to the Contract;

(k). Any other legal disability hindering performance of the Contract occurs;

(l). The Consultant fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

(m). Where the procurement requirement of the Public Body changes for any apparent or obvious reason;

(n). Where it emerges that the gap between the value of the Contract and the prevailing market price is so wide that allowing the implementation of the contract to proceed places the Public Body concerned at a disadvantage;

(o). The Public Body, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

(p). The accumulated liquidated damage reached its maximum as stated in GCC Clause 26.1(b).

Termination by the Consultant

288 The Consultant may, by not less than thirty (30) days' written notice to the Public Body, of such notice to be given after the occurrence of any of the events specified in GCC Sub-Clause 21.3 (a) to (d) terminate the Contract if:

(a). The Public Body fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 25, within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

(b). The Public Body is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Public Body of the Consultant's notice specifying such breach;

(c). The Consultant is unable as the result of Force Majeure, to perform a material portion of the Consultancy Services for a period of not less than sixty (60) days; or

(d). The Public Body fails to comply with any final decision reached as a result of settlement of disputes pursuant to GCC Clause 25 hereof.

Disputes About Events of Termination

289 If either Party disputes whether an event specified GCC Sub-Clauses 21.2 (a) to (n) or GCC Sub-Clause 21.3 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to settlement of disputes pursuant to GCC Clause 25 and this Contract shall not be terminated on account of such event except in accordance with the terms of any resolution award.

290 In the event the Public Body terminates the Contract pursuant to the GCC Sub-Clause 21.2 (a) to (n) the Public Body may procure, upon such terms and in such manner as it deems appropriate, Consultancy Services similar to those undelivered or not performed, and the Consultant shall be liable to the Public Body for any additional costs for such similar Consultancy Services. However, the Consultant shall continue performance of the Contract to the extent not terminated.

291 If the Public Body terminates the Contract in the event specified in GCC Sub-Clause 21.2 (o) the notice of termination shall specify that termination is for the Public Body's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

Payment upon Termination

292 If the Public Body terminates the Contract in the event specified in GCC Sub-Clause 21.2 (o) Public Body shall reimburse the Consultant for all reasonable costs incurred by the Consultant prior to receipt of the notice of termination.

293 In the event the Public Body terminates the Contract pursuant to the GCC Sub-Clause 21.2 (c) termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Public Body.

294 In the event of any termination by the Public Body under this Clause, for the avoidance of doubt, the Consultant will not be restricted from making any claim in respect of the Contract Price to the extent the Contract Price is outstanding and due and payable.

Part 22 Arrangements on Termination

295 The Public Body and the Consultant agree that termination or expiry of the Contract shall not affect either Party's obligations which the Contract provides shall survive the expiration or termination of the Contract.

296 After termination or expiry all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the provided Consultancy Services shall be delivered by the Consultant to the Public Body provided that the Consultant shall be entitled to keep copies thereof to the extent that the information contained therein does not relate solely to the Consultancy Services or to the extent that the Consultant is required by law to maintain copies thereof or to the extent that the Consultant was possessed of such data documents and records prior to the date of the Contract. In addition, the Consultant shall co-operate fully with the Public Body during the handover leading to the termination of the Contract. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

Part 23 Cessation of Rights and Obligations

297 Upon termination of the Contract pursuant to GCC Clauses 21, or upon expiration of this Contract pursuant to GCC Clause 28 hereof, all rights and obligations of the Parties hereunder shall cease, except

(a). Such rights and obligations as may have accrued on the date of termination or expiration;

(b). The obligation of confidentiality set forth in GCC Clause 29 hereof;

(c). The Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 52 hereof; and

(d). Any right which a Party may have under the Governing Law.

Part 24 Cessation of Consultancy Services

298 Upon termination of the Contract by notice of either Party to the other pursuant to GCC

Clause 21 the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Consultancy Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Public Body, the Consultant shall proceed as provided, respectively, by GCC Clauses 50 or 62 hereof.

Part 25 Settlement of Disputes

299 During any dispute, including a dispute as to the validity of the Contract, it is mutually agreed that the Consultant shall continue its performance of the provisions of the Contract (unless the Public Body requests in writing that the Consultant does not do so).

300 The Public Body and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement, controversy or dispute arising between them under or in connection with the Contract or interpretation thereof.

301 If a dispute arises between the Public Body and the Consultant in relation to any matter which cannot be resolved by the Authorized Officer and the Consultant's Contract Manager either of them may refer such dispute to the procedure described in ITC Sub-Clause 25.4.

302 In the second instance each of the Public Body and the Consultant shall appoint more senior representatives than those referred to in Sub-Clause 25.3 to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Public Body (but the chairman shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.

303 If the Parties fail to resolve such a dispute or difference by conciliation within twenty-eight (28) days from the commencement of such conciliation, either party may require that the dispute be referred for resolution through the courts in accordance with Ethiopian Law.

304 Only those Contracting Authorities that are allowed by law to proceed to arbitration can do so.

Part 26 Liquidated Damages

305 Except as provided under GCC Clause 18, if the Consultant fails to perform any or all of the Consultancy Services within the period specified in the Contract, the Public Body may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages the following:

(a). A penalty of 0.1% or 1/1000 of the value of undelivered Service for each day of delay until actual delivery or performance,

(b). The cumulative penalty to be paid by the Consultant shall not exceed 10% of the contract price.

306 If the delay in performing the contract affects its activities, the Public Body may terminate the contract by giving advance notice to the Consultant pursuant to GCC Clause 21 without any obligation to wait until the penalty reaches 10% of the value of the Contract.

Part 27 Commencement of Consultancy Services

307 This Contract shall come into force and effect on the date (the "Effective Date") of the Public Body's notice to the Consultant instructing the Consultant to begin carrying out the Consultancy Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

308 The Consultant shall begin carrying out the Services within the time period specified in the SCC.

309 If the Contract has not become effective on the date stated in GCC Sub-Clause 27.1, either Party may, by not less than twenty one (21) days written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

Part 28 Intended Completion Date

310 Unless terminated earlier pursuant to GCC Clause 21 hereof, the Supplier shall complete the activities by the Intended Completion Date, as specified in the SCC.

Part 29 Confidentiality

311 The Public Body and the Consultant shall keep confidential and shall not disclose to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract if their disclosure would be contrary to law, would impede law enforcement, would not be in public interest, would prejudice legitimate commercial interest of the parties or would inhibit fair competition.. Notwithstanding the above, the Consultant may furnish to its Sub-consultant such documents, data, and other information it receives from the Public Body to the extent required for the Sub-consultant to perform its work under the Contract, in which event the Consultant shall obtain from such Sub-consultant an undertaking of confidentiality similar to that imposed on the Consultant under this Clause.

312 The Public Body shall not use such documents, data, and other information received from the Consultant for any purposes unrelated to the Contract. Similarly, the Consultant shall not use such documents, data, and other information received from the Public Body for any purpose other than providing the Consultancy Services required for the performance of the Contract.

313 The obligation of a party under this Clause, however, shall not apply to any Confidential Information that:

(a). The Public Body or Consultant need to share with any other institutions participating in the financing of the Contract;

(b). Now or hereafter enters the public domain other than by breach of the Contract or other act or omissions of that Party;

(c). Is obtained by a third party who is lawfully authorized to disclose such information;

(d). Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(e). Is authorized for release by the prior written consent of the other party.

314 The Parties shall not be prevented from using any general knowledge, experience or skills which were in their possession prior to the commencement of the Contract;

315 The Consultant authorizes the Public Body to disclose the Confidential Information to such person(s) as may be notified to the Consultant in writing by the Public Body from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the Consultancy Services performed in accordance with the Contract, such exercise being commonly referred to as "benchmarking". The Public Body shall use all reasonable endeavors to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Public Body shall not without good reason claim that the lowest price available in the market is the realistic market price.

316 The Consultant agrees that:

(a). Subject to Sub-Clause 29.6 (b), the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Public Body;

(b). Where the Public Body is managing a request as referred to in Sub-Clause 29.6 (a), the Consultant shall co-operate with the Public Body making the request and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

317 The Consultant shall and shall procure that its Sub-consultants shall provide the Public Body with a copy of all information in its possession or power in the form that the Public Body requires within five (5) working days (or such other period as the Public Body may specify) of the Public Body requesting that Information.

318 The Public Body may consult the Consultant in relation to any request for disclosure of the Consultant's Confidential Information in accordance with all applicable guidance.

319 The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract.

320 This Clause 29 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data. Except as aforesaid and unless otherwise expressly set out in the Contract, this Clause 29 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

321 In the event that the Consultant fails to comply with this Clause 29, the Public Body reserves the right to terminate the Contract by notice in writing with immediate effect.

Part 30 Miscellaneous

322 Any decision, act or thing that the Public Body is required or authorized to take or do under the Contract may be taken or done by any person authorized, either generally or specifically, by the Public Body to take or do that decision, act or thing, provided that upon

receipt of a written request the Public Body shall inform the Consultant of the name of any person so authorized.

323 The Consultant may from time to time upon the request of the Public Body, execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions of the Contract.

324 Any provision of the Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

325 The failure by the Public Body and Consultant to insist upon the strict performance of any provision, term or condition of the Contract or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

326 Each Party shall bear its own expenses in relation to the preparation, execution and implementation of the Contract including all costs legal fees and other expenses so incurred.

327 The Consultant warrants represents and undertakes to the Public Body that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Consultant and that there are no material contracts existing to which the Consultant is a party which prevent it from entering into the Contract; and that the Consultant has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.

328 The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by any other contract or document. In this provision "right" includes any power, privilege, remedy, or proprietary or security interest.

Part 23 Obligations of the Public Body

Part 31 Provision of Assistance and Exemptions

329 Unless otherwise specified in the SCC, the Public Body shall use its best efforts to ensure that the Government shall:

(a). Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Consultancy Services.

(b). Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Federal Democratic Republic of Ethiopia.

(c). Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

(d). Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e). Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Federal Democratic Republic of Ethiopia.

(f). Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the laws of the Federal Democratic Republic of Ethiopia, of bringing into the Federal Democratic Republic of Ethiopia reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

(g). Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

330 The Public Body shall supply the Consultant with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Public Body at the end of the period of the Contract.

331 The Public Body shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Consultancy Services.

332 The Public Body shall give the Consultant access to its premises, where required for the performance of the Consultancy Services, and assist the Consultant with any security documentation necessary at the premises where the Consultancy Services are to be performed in accordance with the Contract.

Part 32 Access to Land

333 The Public Body warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Federal Democratic Republic of Ethiopia in respect of which access is required for the performance of the Services. The Public Body will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

Part 33 Services and Facilities

334 The Public Body shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in the said Appendix E.

335 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the

Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 38.3 hereinafter.

Part 34 Payment

336 In consideration of the Services performed by the Consultant under this Contract, the Public Body shall make to the Consultant such payments and in such manner as is provided by GCC Paragraph D of this Contract.

Part 35 Counterpart Personnel

337 The Public Body shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Public Body with the Consultant's advice, if specified in the Appendix E.

338 If counterpart personnel are not provided by the Public Body to the Consultant as and when specified in Appendix E, the Public Body and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Public Body to the Consultant as a result thereof pursuant to GCC Clause 38.3 hereof.

339 Professional and support counterpart personnel, excluding Public Body's liaison personnel shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Public Body shall not unreasonably refuse to act upon such request.

Part 24 Payments to the Consultant

Part 36 Contract Price and Currency

340 The Contract Price shall be expressed as a specific amount in the Agreement representing:

(a). The total amount payable for a Lump Sum contract; or

(b). The estimated amount for a Time-Based contract.

341 All payment to the Consultant under this Contract shall be made in currency specified in the SCC.

Part 37 Type of Contract

342 In consideration of the Services performed by the Consultant under the Contract, the Public Body shall make to the Consultant such payments in such manner as is provided by the

Contract.

343 The type of contract shall be as specified in the SCC and payment shall be in accordance with the provisions of:

(a). GCC Clause 38, Option 1 in the case of Lump Sum contracts; or

(b). GCC Clause 39, Option 2 in the case of Time-Based contracts.

Part 38 Option 1 – Payments in respect of Lump Sum Contracts

344 The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum including all Personnel costs, Sub-consultants' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in Appendix D.

345 Except as provided in GCC Clause 15, the Contract Price may only be increased if the Parties have agreed to additional payments in accordance with GCC Clause 14.

346 For the purpose of determining the remuneration due for additional services as may be agreed under GCC Clause 14, a breakdown of the lump-sum price is provided in the Contract.

Part 39 Option 2 – Payments in respect of Time-Based Contracts

347 The Contract Price shall be an estimated amount, based on the Breakdown of Cost Estimates in Appendix D.

348 Except as may be otherwise agreed under GCC Clause 14 and subject to GCC Clause 39.3, payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the Contract.

349 Notwithstanding GCC Clause 39.2 hereof, if pursuant to any of the Clauses 15, 33 or 35 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in GCC Clause 39.1 above, the ceiling or ceilings, as the case may be, set forth in GCC Clause 39.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

350 Subject to the ceilings specified in GCC Clause 39.2 hereof, the Public Body shall pay to the Consultant (i) remuneration as set forth in GCC Clause 39.5 hereunder, and (ii) reimbursable expenses as set forth in GCC Clause 39.6 hereunder. Said remuneration shall be fixed for the duration of the Contract.

351 Payment for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services after the date determined in accordance with the Commencement Date of the Services, or such other date as the Parties may agree in writing, and at the rates specified in the Contract. Personnel time spent in the performance of the Services shall include time for necessary travel via the most direct route, at the rates detailed in the Contract, unless otherwise specified in the SCC.

352 Reimbursable expenses shall include costs actually and reasonably incurred by the

Consultant in the performance of the Services, as specified in the Contract.

353 The remuneration rates referred to under GCC Sub-Clause 39.5 here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

354 Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Public Body, once the applicable salaries and allowances are known.

355 Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

Part 40 Payment Schedule and Advance Payment

356 All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC.

357 When the SCC indicates advance payment, this will be due after provision by the Consultant to the Public Body of an advance payment security in an amount equal to the advance payment Consultants receives in the form of a certified cheque or unconditional bank guarantee at its option from a reputable bank, together with its request for advance payment as per the contract. Such guarantee (i) to remain effective until the advance payment has been fully set off and (ii) to be in the form set forth in the Contract, or in such other form as the Public Body shall have approved in writing. The advance payments will be set off by the Public Body in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

358 If the Consultant requests an advance payment the advance payment may be paid by the Public Body in an amount not exceeding 30% of the total contract price.

359 Should the advance payment security cease to be valid and the Consultant fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Public Body from future payments due to the Consultant under the Contract.

360 If a Contract is terminated for any reason, the guarantee securing the advance payment may be invoked in order to recover the balance of the advance payment still owed by the Consultant.

Part 41 Mode of Billing and Terms of Payment

361 In consideration of the Consultant's due and proper performance of its obligations under the Contract, the Public Body shall pay Consultant in accordance with this Clause.

362 As soon as practicable and not later after the end of each time intervals during the period of the Services as indicated in the SCC, the Consultant shall submit to the Public Body, in duplicate, itemized invoices, accompanied by copies of vouchers and other appropriate supporting materials, of the amounts payable pursuant to this Clause for period indicated in the SCC.

363 Separate invoices shall be submitted in respect of amounts payable in foreign currency and in local currency. Each invoice shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

364 The Consultant's invoice shall be correctly rendered if:

(a). The invoice is addressed to the Public Body's officer specified in the Contract to receive invoices and identifies the number of relevant Contract;

(b). The invoice includes date of issuance and its serial number;

(c). The amount claimed in the invoice is due for payment;

(d). The amount specified in the invoice is correctly calculated in accordance with the Contract;

(e). The invoice is set out in a manner that enables the Public Body's to ascertain which Consultancy Service the invoice covers (description, quantity, and unit of measure) and the respective Price, or Charge payable in respect of that Service;

(f). The invoice includes the name and address of Consultant to whom payment is to be sent;

(g). The invoice includes the name, title, and phone number of person to notify in the event of defective invoice;

(h). The invoice includes Consultant's bank account information, and

(i). The invoice is, where appropriate, certified as sales tax exempt.

Failure to provide such information will entitle the Public Body's to delay payment of the Contract Price until such information is provided.

365 The Public Body shall pay any invoice submitted by the Consultant in accordance with GCC Clause 41.4 within the period specified in the SCC and upon receipt by the Public Body of such invoices and supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment.

366 The Public Body shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Public Body shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Public Body may add or subtract the difference from any subsequent payments.

367 Where the Consultant is required to provide Deliverables, the Public Body shall be entitled to withhold payment of the Contract Price pending receipt and acceptance of the Deliverables in accordance with the Terms of Reference.

368 The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as

satisfactory by the Public Body. The Services shall be deemed completed and finally accepted by the Public Body and the final report and final invoice shall be deemed approved by the Public Body as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Public Body unless the Public Body, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the deliverables or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

369 Any amount, which the Public Body has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Public Body within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Public Body for reimbursement must be made within twelve (12) calendar months after receipt by the Public Body of a final report and a final invoice approved by the Public Body in accordance with the above

370 All payments under this Contract shall be made to the accounts of the Consultant and in currency specified in the SCC Sub-Clause 36.2.

371 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in the Contract, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Public Body prior to being incurred.

372 With the exception of the final payment under GCC Sub-Clause 41.8 above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

Part 42 Price Adjustments

373 Contracts Prices shall be fixed throughout the Consultant's performance of the Contract and not subject to adjustment on any account.

374 This provision remains in effect for the duration of the contract once it becomes effective.

375 Where the time for completion of a consultancy service under a contract is extended for a reason not attributable to the fault of the consultant, the Public Body may make price adjustment, if it considers that such adjustment is appropriate.

376 Notwithstanding the provision of GCC Sub-Clause 42.3 above, price adjustment allowed for Consultant shall not exceed 15% (fifteen percent) of the total contract price.

377 The conditions for price adjustment, the means by which requests for price adjustment are communicated and types of evidence and number of copies of supporting documents to be submitted together with price adjustment requests are defined in SCC.

378 A discount offered by the Consultant under this Contract may be increased at any time during the Term of this Contract, which increased discount takes effect on the date on which the Public Body receives notification of that increased discount from the Consultant, unless another date is agreed in writing between the Parties.

379 Any discount offered by the Consultant under this Contract cannot be reduced during the Term of this Contract without the agreement in writing of the Public Body.

Part 25 Obligations of the Consultant

Part 43 Consultant's Responsibilities

380 The Consultant shall perform the Consultancy Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Public Body, and shall at all times support and safeguard the Public Body's legitimate interests in any dealings with Sub-Consultants or Third Parties.

381 The Consultant shall respect and abide by all applicable laws and regulations in force. The Consultant shall indemnify the Public Body against any claims and proceedings arising from any infringement by the Consultant, its sub-consultants or their employees of such laws and regulations.

382 The Consultant shall ensure that Consultancy Services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Public Body in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Consultant shall always act, in respect of any matter relating to this Contract, to safeguard the Public Body's legitimate interests, pursuant to Conditions of this Contract

383 The Consultant shall obtain the Public Body's prior approval in writing before taking any of the following actions:

(a). Entering into a subcontract for the performance of any part of the Consultancy Services, it being understood that the Consultant shall remain fully liable for the performance of the Consultancy Services by the Sub-consultant and its Personnel pursuant to the Appendix C;

(b). Any other action that may be specified in the SCC.

384 The Consultant shall furnish the Public Body with any personnel data or information required by the Public Body to arrange the provision of documentation required in accordance with GCC Clause 31.3.

385 The Consultant shall comply with administrative orders given by the specific contract manager. Where the Consultant considers that the requirements of an administrative order go beyond the authority of the specific contract manager or of the scope of the contract, it shall, on pain of being time-barred, notify the specific contract manager, explaining its opinion, within 30 days after receipt thereof. Execution of the administrative order shall not be suspended because of this notice.

386 The Consultant shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Public Body or the specific contract manager

after consultation with the Public Body. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Public Body shall be final.

Part 44 Eligibility

387 The Consultant and its Sub-consultants shall have the nationality of an eligible country. A Consultant or Sub-consultant shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

388 The Consultant and its Sub-consultants shall provide Personnel who shall be citizens of eligible countries and use goods with their origin from an eligible country.

Part 45 Code of Conduct

389 The Consultant shall, at all times, act loyally and impartially and as a faithful adviser to the Public Body in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. The Consultant shall, in particular, at all times refrain from making any public statements concerning the Consultancy Services without the prior approval of the Public Body, and from engaging in any activity which conflicts with its obligations towards the Public Body under the contract. It shall not commit the Public Body without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

390 If the Consultant or any of its Sub-consultants, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Public Body, or for showing favor or disfavor to any person in relation to the contract or any other contract with the Public Body, then the Public Body may terminate the contract, without prejudice to any accrued rights of the Consultant under the contract.

391 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

392 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Public Body.

393 The Consultant and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Public Body, neither the Consultant nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the Consultancy Services.

Furthermore, they shall not make any use prejudicial to the Public Body, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.

394 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

395 The Consultant shall supply to the Public Body on request supporting evidence regarding the conditions in which the contract is being executed. The Public Body may carry out whatever documentary or on-the spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

Part 46 Conflict of Interests

396 The Consultant shall hold the Public Body's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

Prohibition of Conflicting Activities

397 The Consultant shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. The Consultant shall not engage, and shall cause their personnel as well as their Sub-Consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. Such conflict of interests could arise in particular as a result of economic interest, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which could arise during performance of the Contract, must be notified in writing to the Public Body without delay.

398 The Public Body reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Consultant shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to Clause 24, the Consultant shall replace, immediately and without compensation from the Public Body, any member of its staff exposed to such a situation.

399 The Consultant shall refrain from any contact, which would compromise its independence or that of its personnel. If the Consultant fails to maintain such independence, the Public Body may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.

Consultant Not to Benefit from Commissions Discounts, etc.

400 The payment of the Consultant pursuant to Paragraph D hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC Sub-Clause 46.7 hereof, the Consultant shall not accept for its own benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

401 Furthermore, if the Consultant, as part of the Consultancy Services, has the responsibility of advising the Public Body on the procurement of goods, works or services, the Consultant shall comply with the Federal Democratic Republic of Ethiopia's applicable procurement regulations, and shall at all times exercise such responsibility in the best interest of the Public Body. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Public Body.

Consultant and Affiliates Not to Engage in Certain Activities

402 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than Consultancy services) for the preparation or implementation of any project resulting from or directly related to the Consultant's Services.

Part 47 Indemnification and Limitation of Liability

403 At its own expense, the Consultant shall indemnify, protect and defend, the Public Body, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the Consultancy Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

404 At its own expense, the Consultant shall indemnify, protect and defend the Public Body, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's failure to perform its obligations provided that:

(a). The Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Public Body becomes aware of them;

(b). The ceiling on the Consultant's liability shall be limited to an amount equal to total Contract Price as stated in the SCC, but such ceiling shall not apply to actions, claims, losses or damages caused by the Consultant's willful misconduct;

(c). The Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

405 The aggregate liability of the Consultant to the Public Body shall not exceed the total contract value.

406 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

(a). The Public Body omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on

which it expresses a serious reservation; or

(b). The improper execution of the Consultant's instructions by agents, employees or independent Consultants of the Public Body.

407 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the Consultancy Services have been performed as may be determined by the law governing the contract.

Part 48 Insurance to be Taken Out by the Consultant

408 Upon execution of this Contract and prior to beginning work under a Service Purchase Order the Consultant shall take out, maintain and shall cause any Sub-consultants to take out, maintain, and keep in force at their own cost insurance coverage against the risks and terms and conditions as specified in SCC.

(a). Medical insurance for itself and other persons employed or contracted by it under the Contract. The Public Body shall be under no liability in respect of the medical expenses of the Consultant.

(b). The Consultant's liability in respect of sickness or industrial accident affecting its employees;

(c). Loss of, or damage to, the Public Body equipment used to perform the Contract;

(d). Civil liability in the event of accidents caused to third parties or to the Public Body and any employee of that Entity arising out of the performance of the Contract;

(e). Accidental death or permanent disability resulting from bodily injury incurred in connection with the Contract.

409 By requiring such insurance, Public Body shall not be deemed or construed to have assessed the risk that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and if deemed to be appropriate and/or prudent, should maintain adequate limits and/or broader insurance coverage than that stipulated above. The Consultant is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

410 Insurance shall be provided at the Consultant's expense and shall not be charged directly to the Public Body.

411 Insurance policies required by this clause shall be written by an Insurance Carrier licensed to do business in the Federal Democratic Republic of Ethiopia.

412 The insurance coverage shall be maintained for the entire duration of the Contract. The Public Body shall be notified by the Consultant or its Insurance Carrier at least 30 days prior to any material change to or cancellation of any of insurance coverage.

413 Upon execution of this Contract and prior to beginning work under a Service Purchase Order, the Consultant or its Insurance Carrier shall provide a Certificate(s) of Insurance (COI) evidencing compliance with all requirements for insurance coverage. The COI shall be submitted to the Public Body for review and approval. For the duration of the Contract, the Consultant or its Insurance Carrier shall provide updated COI's to evidence renewals or other changes to insurance policies or coverage.

414 The Consultant, at the Public Body's request, shall provide evidence to the Public Body showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Part 49 Health and Safety

415 While providing Consultancy Services, the Consultant shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with the Public Body's own policies and procedures.

416 The Consultant shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the Public Body's premises.

417 The Consultant will be required to nominate a Health and Safety Representative to liaise with the Authorized Officer on all Health and Safety matters.

418 The Consultant's staff shall follow a system of accident recording in accordance with the Public Body's accident recording procedure and the Consultant's own accident reporting procedures.

419 All notifiable accidents shall immediately be brought to the attention of the Authorized Officer.

420 The Consultant shall ensure the co-operation of its personnel in all prevention measures designed against fire, or any other hazards, and shall notify the Public Body of any change in the Consultant's working practices or other occurrences likely to increase such risks or to cause new hazards.

421 The Consultant's staff shall be trained to recognize situations which involve an actual or potential hazard including:

(a). danger of personal injury to any person on the Public Body's premises and

(i) where possible, without personal risk, make safe any such situation; or

(ii) report any such situation to the Authorized Officer;

(b). fire risks and fire precautions and procedures including attendance at fire lectures/drills in accordance with the Public Body's policies;

(c). security;

(d). risk management;

(e). major incident;

422 The Consultant shall provide such first aid facilities and ensure that his staffs abide by such first aid procedures as shall be required by the Public Body.

423 The Consultant shall at any time ensure that the equipment used and procedures operated conform to the Public Body's Fire Policy.

424 The Consultant shall co-operate with the Public Body's Fire, Security and Safety Advisors and shall comply with their reasonable instructions.

Part 50 Intellectual and industrial property rights

425 All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the contract shall become and remain the absolute property of the Public Body. The Consultant shall, not later than upon termination or expiration of this contract, deliver all such documents, software, and data to the Public Body. The Consultant may not retain copies of such documents, software, and data and shall not use them for purposes unrelated to the Contract without the prior written consent of the Public Body.

426 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Public Body's prior written approval to such agreements, and the Public Body shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

427 The Consultant shall not publish articles relating to the Consultancy Services or refer to them when carrying out any Consultancy Services for others, or divulge information obtained from the Public Body, without the prior written consent of the Public Body.

428 Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Public Body, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

429 The Consultant agrees to indemnify and keep indemnified the Public Body against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any Deliverable, process, article, matter or thing supplied under the Contract that would constitute or is alleged to constitute any infringement of any person's Intellectual Property Rights.

Part 51 Reporting Obligations

430 The Consultant shall submit to the Public Body the reports and documents specified in Appendix B hereto in the form, in the numbers, and within the periods set forth in the said Terms of Reference. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.

Part 52 Accounting, Inspection and Auditing

431 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

432 For the purpose of the examination and certification of the Public Body's accounts; or any examination of the economy, efficiency and effectiveness with which the Public Body has used its resources, the Federal Auditor General and the Public Procurement and Property Administration Agency or its auditors may inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Consultancy Services which are owned, held or otherwise within the control of the Consultant and may require the Consultant to produce such oral or written explanation as he considers necessary. The Consultant acknowledges that it will fully cooperate with any counter fraud policy or investigation carried out by authorized body at any time.

Part 53 Data Protection

433 The Consultant shall comply with all applicable data protection legislation. In particular the Consultant agrees:

(a). To maintain appropriate technical and organizational security measures;

(b). To only process Personal Data for and on behalf of the Public Body, in accordance with the instructions of the Public Body and for the purpose of performing its obligations under the Contract;

(c). To allow the Public Body to audit the Consultant's compliance with the requirements of this Clause on reasonable notice and/or to provide the Public Body with evidence of its compliance with the obligations set out in this Clause.

434 The Consultant agrees to indemnify and keep indemnified the Public Body against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Public Body as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Consultant's unauthorized processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Consultant, its employees or agents in the Consultant's performance of the Contract or as otherwise agreed between the Parties.

Part 54 Review

435 The Consultant shall attend formal review meetings (each such meeting being a "Review"), as required by the Authorized Officer, to discuss the Public Body's levels of satisfaction in respect of the Consultancy Services provided under the Contract and to agree any necessary action to address areas of dissatisfaction. The Consultant will not obstruct or withhold its agreement to any such necessary action. Such Reviews shall be attended by duly authorized and sufficiently senior employees of both the Public Body and the Consultant together with any other relevant attendees. The Parties shall agree a standing agenda for such Reviews.

Part 55 Performance Security

436 The Consultant shall, within fifteen (15) days from signing the contract, provide a

Performance Security for the due performance of the Contract in the amount specified in the SCC.

437 The proceeds of the Performance Security shall be payable to the Public Body as compensation for any loss resulting from the Consultant's failure to complete its obligations under the Contract.

438 The Performance Security shall be denominated in currency specified in the SCC, and shall be in the form of cash, cheque certified by a reputable bank, letter of credit, or Bank Guarantee in the format specified in the SCC.

439 The Performance Security shall be discharged by the Public Body and returned to the Consultant not later than twenty-eight (28) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

440 Notwithstanding the provision of GCC Sub-Clause 55.2 above, the Performance Security may be returned to the Consultant where the Procurement Endorsing Committee ascertains that the noncompliance of the Consultant does not affect the interest of, or entail additional cost on the Public Body and is not due to the fault of the Consultant.

441 The Public Body shall be required to submit any document in its possession in relation to a procurement in which it authorizes the return of the Performance Security to the Consultant and account for its action under the preceding GCC Sub-Clause 55.5 of this GCC to the Public Procurement and Property Administration Agency or other competent body if and when required to do so.

Part 26 Performance of the Contract

Part 56 Scope of Consultancy Services

442 The Consultancy Services to be provided shall be as specified in the Section 9, Appendix A.

443 The Consultancy Services shall be performed at Public Body's locations in accordance with instructions in the Appendix A or as agreed by the Parties in writing.

Part 57 Deliverables

444 Wherever the Consultancy Services require the Consultant to provide a Deliverable:

(a). Such Deliverable will be delivered in the form prescribed and in accordance with the Terms of Reference. If no such form is prescribed in the Terms of Reference, the Consultant will provide Deliverables in a professional form to the requirements (including as to time of delivery) notified to the Consultant by the Authorized Officer;

(b). The Public Body may accept such Deliverable or reject it in its reasonable discretion on the grounds that such Deliverable is (in whole or in part) not of satisfactory quality and/or does not meet the brief set out in the Terms of Reference or the requirements otherwise made known to the Consultant by the Public Body;

(c). The Public Body will not reject any Deliverable (wholly or in part) without providing

written reasons to the Consultant as to why such Deliverable has been rejected;

(d). Any dispute as to whether the Public Body has exercised its right to reject any Deliverable reasonably shall be resolved by the Settlement of Disputes Procedure; and

445 Any Deliverables which are rejected shall be replaced by the Consultant (at no extra charge to the Public Body) by Deliverables which are reasonably satisfactory to the Authorized Officer.

Part 58 Performance of the Consultancy Services

446 Subject to GCC Clause 62.1, the Consultant shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Consultancy Services to the Contract Standard.

447 To the extent that the Terms of Reference include the date, format and method of delivery of the Consultancy Services and Deliverables and/or the applicable performance measures, performance due-by dates, minimum performance levels and methods of performance measurement in respect of the Consultancy Services, the Consultant will abide by the same.

448 Time shall be of the essence with regard to the obligations of the Consultant under the Contract.

449 If the Terms of Reference provides for performance of the Consultancy Services in stages, the Consultant undertakes to perform the Consultancy Services in strict compliance with the timetable for stages as provided in the Terms of Reference.

450 The Public Body and the Consultant will co-operate with each other in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable the Public Body to derive the full benefit of the Contract. At all times in the performance of the Consultancy Services, the Consultant will co-operate fully with any other Consultants appointed by the Public Body in connection with other Consultancy Services at the Locations.

451 In addition to any more specific obligations imposed by the terms of the Contract, it shall be the duty of the Consultant to notify the Public Body of all significant changes to staffing, rates of pay or conditions of employment, or hours of work or other technological changes at least one month prior to the implementation of any such revised arrangements.

452 The Consultant shall provide information in a format, medium and at times specified by the Public Body, related to the performance of the Consultancy Services as may be reasonably required.

453 If at any time the Consultant becomes aware of any act or omission or any proposed act or omission by the Public Body or by any member, official or employee of the Public Body which prevents or hinders or may prevent or hinder the Consultant from providing the Consultancy Services in accordance with the Contract then the Consultant shall immediately inform the Authorized Officer of that fact. For the avoidance of doubt, the Consultant's compliance with this Clause shall not in any way relieve the Consultant of any of its obligations under the Contract.

454 The Public Body shall provide the Consultant with copies of its policies, rules, procedures and quality standards (and shall promptly inform the Consultant of any amendments to such

documents) to enable the Consultant to comply with its obligations under the Contract.

455 The Public Body may, where necessary, require the Consultant to set up and maintain appropriate policies, rules, procedures and quality standards in relation to the employment of his own staff whilst carrying out their duties in relation to the Contract at the Location. This shall include, but not be limited to, disciplinary and grievance procedures. The Consultant shall provide the Public Body with copies of such policies, rules, procedures and quality standards (and shall promptly inform the Public Body of any amendments to such documents).

456 The Consultant will immediately notify the Public Body of any actual or potential problems relating to the Consultant's own Consultants that affects or might affect his ability to provide the Consultancy Services.

457 The Consultant will be responsible for providing the Consultancy Services to the Contract Standard at all times.

458 The Consultant will immediately notify the Public Body of any actual or potential industrial action, including strike action, whether such action is of his own staff or others that affects or might affect his ability at any time to provide the Consultancy Services.

459 The Consultant will be responsible for providing and maintaining the Consultancy Services to the Contract Standard during industrial action, at no additional cost to the Public Body. The Consultant must have in place contingency plans and arrangements which are approved by the Public Body.

Part 59 Performance Measurement

460 In addition to any more specific obligations imposed by the terms of the Contract, it shall be the duty of the Consultant to provide the Consultancy Services to the Contract Standard which in all respects shall be to the satisfaction of the Authorized Officer.

461 The Consultant shall institute and maintain a properly documented system of quality control as set out in the Terms of Reference and which is to the satisfaction of the Authorized Officer to ensure that the Contract Standard is met.

462 In addition to any other rights of the Public Body under the Contract, the Authorized Officer shall be entitled to inspect the Consultant's quality control system referred to in GCC Clause 59.2 above.

463 During the Contract Period, the Authorized Officer may inspect and examine the provision of the Consultancy Services being carried out without notice at any time. The Consultant shall provide to the Public Body all such facilities as the Public Body may require for such inspection and examination.

464 If any part of any Service is found to be different in any way from the Terms of Reference or otherwise has not been provided to the Contract Standard other than as a result of a default or negligence on the part of the Public Body, the Consultant shall at its own expense re-perform the Consultancy Services in question (without additional remuneration) within such time as the Public Body may reasonably specify failing which the Public Body shall be entitled to procure performance of the defective Consultancy Services from a third party or to execute the tasks in question itself. If the cost to the Public Body of executing or

procuring such Consultancy Services exceeds the amount that would have been payable to the Consultant for such Consultancy Services, the excess shall be paid by the Consultant to the Public Body on demand in addition to any other sums payable by the Consultant to the Public Body in respect of the breach of Contract.

465 If the performance of the Contract by the Consultant is delayed by reason of any act or default on the part of the Public Body or, by any other cause that the Consultant could not have reasonably foreseen or prevented and for which it was not responsible, the Consultant shall be allowed a reasonable extension of time for completion of the Consultancy Services so affected.

466 For each Service, the Public Body shall ascertain whether the Consultant's provision of the Service in question meets any performance criteria as specified in the Terms of Reference or, if the criteria are not so specified, meets the standards of a professional provider of the Consultancy Services. On or before the fifteenth working day of each calendar month during the Contract Period and within 14 days after termination of the Contract, the Public Body may:

(a). in respect of each of the Consultancy Services during the preceding calendar month, provide to the Consultant a notice (each called a "Performance Notice") which shall set out a statement of the Public Body's dissatisfaction with the Consultant's performance and provision of the Consultancy Services;

(b). each Performance Notice issued by the Public Body shall include a proposed rebate of the Contract Price commensurate to the under-performance of the Consultant as recorded in the Performance Notice;

(c). if the Consultant disputes any matter referred to in any Performance Notice and/or the proposed rebate of the Contract Price, the Consultant may raise this objection with the Public Body and if this matter is not resolved within 7 days the matter shall be referred to the Settlement of Disputes Procedure; and

(d). if the Consultant has not raised any objection to the Performance Notice within 7 days of receipt (or such other period as agreed between the Parties) then that Performance Notice shall be deemed to have been accepted by the Consultant and the rebate on the Contract Price referred to therein shall become immediately effective.

467 The Public Body's rights under Clause 59 are without prejudice to any other rights or remedies the Public Body may be entitled to.

468 On request, the Consultant shall submit to the Public Body progress reports detailing its adherence to the timetable (if any) as set out in the Terms of Reference in a format approved by the Public Body. The submission and acceptance of such reports shall not prejudice any other rights or remedies of the Public Body under the Contract.

469 If required by the Public Body, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties' efficiency. Any such agreements shall be fully recorded in writing by the Public Body.

Part 60 Location

470 The Consultancy Services shall be performed at such locations as are specified in the Section 9, Appendix A.

471 Subject to satisfactory agreement between the Parties on price, the Public Body reserves the right to increase or reduce the number of Locations under the Contract at any time during the Contract Period.

472 Without prejudice to any other right or remedy the Public Body will endeavor to give as much notice as possible of increases or reductions to the number of Locations under the Contract, although a minimum period of time is not specified in these conditions.

Part 61 Use of Public Body's Sites

473 The Public Body shall during the Contract Period permit the Consultant to use in connection with the provision of the Consultancy Services certain Sites at the Location as set out in the Terms of Reference.

474 The Consultant shall use the Sites only in connection with the provision of the Consultancy Services and shall ensure that the Consultant's staff uses the Sites only for that purpose.

475 The Consultant shall ensure that the Sites have a clean, tidy and professional appearance at all times.

476 The permission given to the Consultant to use the said Sites is personal to the Consultant and the Consultant's staff. Only the Consultant's own staff and persons making deliveries to the Consultant in connection with the provision of the Consultancy Services may enter or use any part of the Sites without the prior written permission of the Public Body.

477 For the avoidance of doubt it is hereby declared that the permission to enter and use the said Sites is not the grant of a tenancy of any part of the Sites. The Public Body retain full possession and control over such Sites at all times and the Consultant shall not receive exclusive possession of, or any estate or interest in, any such Sites.

478 The Public Body reserve the right at all times to permit third parties to use the Sites, subject to the rights granted to the Consultant pursuant to the Contract.

479 The Consultant shall keep the said Sites clean, tidy and properly secure.

480 The Public Body will provide a sufficient supply of water, gas and electricity to operate equipment used to provide the Consultancy Services.

481 The Public Body will arrange for the disposal of refuse from authorized collection points as set out in the Terms of Reference.

482 The Consultant will not alter or modify any part of the Sites without the written permission of the Public Body, unless alteration or modification is part of the Consultancy Services to be provided by the Consultant.

Part 62 Equipment and Materials

483 Equipment, vehicles and materials made available to the Consultant by the Public Body, or purchased by the Consultant wholly or partly with funds provided by the Public Body, shall be the property of the Public Body and shall be marked accordingly.

484 Where equipment and materials are supplied by the Public Body these will be serviced and

maintained by the Public Body.

485 The Contract Manager shall forthwith inform the Authorized Officer of any defects appearing in or losses of, or damage, occurring to the Public Body's equipment. The Consultant shall be liable to pay to the Public Body the cost of any replacement necessary as a result of loss or damage caused deliberately or negligently by the Consultant's staff.

486 In accordance with the Terms of Reference, the Consultant will, at his own expense, install all necessary equipment for the provision of the Consultancy Services.

487 The Consultant shall ensure that all equipment used in connection with the Contract is maintained in good working order in compliance with manufacturer's instructions and current legislation.

488 All equipment and materials used by the Consultant shall comply with latest relevant Ethiopian Standards or International equivalent specifications where such exist and the Consultant shall upon request furnish the Authorized Officer with evidence to prove that such equipment and materials comply with this condition.

489 The Consultant shall:

(a). establish effective planned maintenance programs; and

(b). make adequate arrangements for emergency remedial maintenance, to ensure continuity of the Consultancy Services; and

(c). agree all equipment purchases with the Public Body; and

(d). ensure compliance with all regulations covering the inspection and testing of all equipment used at the Location in the provision of the Consultancy Services; and

(e). maintain records, open for inspection by the Public Body of maintenance testing and certification.

490 Any communication or electrical equipment used by the Consultant in connection with the Contract shall not cause any interference with or damage to any equipment used by the Public Body.

491 Any communication or electrical equipment proposed to be used by the Consultant in connection with the Contract shall, at the discretion of the Public Body be tested and approved by the Public Body before use on the Public Body's premises.

492 Notwithstanding Clause 62.9 the Consultant shall be liable for any damage caused by any communication or electrical equipment used in connection with the Contract

493 The Public Body reserves the right to inspect equipment used by the Consultant in or about the provision of the Consultancy Services at any time and the Consultant shall comply with any directions of the Authorized Officer as to the manner in which such equipment shall be used.

494 The Public Body shall not be responsible, charged or chargeable for any equipment or materials brought on site by the Consultant.

495 At the entering into force of the Contract all equipment transferred to the Consultant shall be valued by an independent expert appointed jointly by the Public Body and the Consultant. Ownership of this equipment shall be transferred to the Consultant without charge. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Public Body in writing, shall insure them at the expense

of the Public Body in an amount equal to their full replacement value.

496 Upon termination or expiration of this Contract, the Consultant shall make available to the Public Body an inventory of such equipment, vehicles and materials. All equipment transferred into the ownership of the Consultant by the Public Body will be re-valued and transferred into the ownership of the Public Body as set out in the Terms of Reference. Where there is any increase or decrease in value of the equipment, this shall be added to or deducted from the Consultant's final payment. Transfer of the equipment to the Public Body shall be without charge excepting any change in value.

497 Equipment or materials brought into the Federal Democratic Republic of Ethiopia by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

Part 63 Key Personnel

498 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Consultancy Services of each of the Consultant's Key Personnel are described in the Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Contract are hereby approved by the Public Body.

499 The Parties have agreed to the appointment of the Key Personnel as at the Effective Date. The Consultant shall and shall procure that any Sub-consultant shall obtain the prior written consent of the Public Body before removing or replacing any member of the Key Personnel from their corresponding role during the Term, and, where possible, at least three months written notice must be provided by the Consultant of its intention to replace any member of Key Personnel from their corresponding role.

500 The Public Body shall not unreasonably delay or withhold its consent to the appointment of a replacement to any relevant member of Key Personnel by the Consultant or Sub-consultant. The Public Body may interview the candidates for Key Personnel roles before such candidate is appointed to such role.

501 The Consultant acknowledges that the Key Personnel are essential to the proper provision of the Consultancy Services to the Public Body. The Consultant shall ensure that the role of any Key Personnel is not vacant for any longer than [10] Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent of such role and is fully competent to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced.

502 The Consultant shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Consultancy Services that is commensurate with and sufficient to perform the obligation of that person's role unless the Public Body otherwise gives its prior written consent. To the extent that it can do so without disregarding its statutory obligations, the Consultant shall take all reasonable steps to ensure that it retains the Consultancy Services of all the Key Personnel.

503 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Public Body and the Consultant. In case where payments under this Contract exceed the ceilings set forth in GCC Clause 39.2 of this

Contract, this will be explicitly mentioned in the agreement.

504 The Public Body may nominate additional roles performed by Consultant's Personnel in respect of which individuals should be identified as additional Key Personnel. The Consultant shall not unreasonably withhold or delay approval of any such additional Key Personnel nominated by the Public Body who will, following approval, be included on the list of Key Personnel by the Consultant. The Public Body may also require the Consultant to remove any member of the Key Personnel that the Public Body (acting reasonably) considers in any respect unsatisfactory.

505 The Public Body shall not be liable for the cost of replacing any member appointed to a Key Personnel role and the Consultant shall indemnify the Public Body against all Employee Liabilities that may arise in this respect.

Part 64 Approval of Personnel

506 The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Public Body. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Public Body for review and approval a copy of their Curricula Vitae (CVs). If the Public Body does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Public Body.

Part 65 Control and Supervision of Personnel

507 Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Consultant.

508 The Contract Manager shall be suitably qualified in accordance with the Terms of References. In addition a work history/biography will be submitted to the Authorized Officer for approval prior to interview.

509 The Consultant shall forthwith give notice in writing to the Authorized Officer of the identity of the person appointed as Contract Manager and of any subsequent appointment. Until notice of a subsequent appointment shall have been given the Public Body shall be entitled to treat as Contract Manager the person last notified to the Authorized Officer as being the Contract Manager.

510 The Consultant shall ensure that the Contract Manager, or a competent deputy who is duly authorized to act on his behalf, is available to the Public Body at all times when any Personnel of the Consultant is on duty for the provision of the specified Consultancy Services.

511 The Consultant shall inform the Authorized Officer of the identity of any person authorized to act for any period as deputy for the Contract Manager before the start of that period.

512 The Contract Manager or his deputy shall consult with the Authorized Officer and such other of the Public Body's own supervisory staff as may from time to time be specified by the Authorized Officer as often as may reasonably be necessary for the efficient provision

of the Consultancy Services in accordance with the Contract.

513 The Consultant shall provide a sufficient complement of supervisory staff in addition to the Contract Manager, to ensure that the Consultant's staff engaged in and about the provision of the Consultancy Services at the Location are adequately supervised and properly perform their duties at all times.

514 All persons appointed to managerial and supervisory positions in accordance with the Terms of Reference must be to the acceptance of the Authorized Officer who will have the right to veto the appointment of any candidate who is deemed to be unsuitable.

515 The Consultant's Personnel engaged in and about the provision of the Consultancy Services shall primarily be under the control and direction of the Consultant's own supervisory staff but nevertheless while on the Public Body's premises will obey all reasonable instructions given to them by the Public Body's supervisory staff in any matter occasioned by the operational needs of the relevant Service.

516 The Consultant shall ensure that his Personnel carry out their duties and behave while on the Public Body's premises in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them. The Consultant's Personnel shall not cause any unreasonable or unnecessary disruption to the routines, practices, and procedures of the Public Body's staff, or visitors, or any of the Personnel of any other Consultants

Part 66 Working Hours of the Personnel

517 Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Federal Democratic Republic of Ethiopia shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Federal Democratic Republic of Ethiopia as is specified in Appendix C hereto.

518 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

Part 67 Removal and/or Replacement of Personnel

519 The Consultant shall not make changes to the agreed personnel without the prior written approval of the Public Body. If, for any reason beyond the reasonable control of the Consultant the Consultant must on its own initiative propose a replacement in the following cases:

(a). In the event of death, in the event of retirement, in the event of illness or in the event of accident of a member of staff.

(b). If it becomes necessary to replace a member of staff for any other reasons beyond the Consultant's control (e.g. resignation, etc.).

520 The Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

521 If the Public Body finds that any of the Personnel (i) has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Public Body's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Public Body.

522 If the Public Body requests the Consultant to remove a person who is a member of the Consultant's staff or work force, stating the reasons, the Consultant shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

523 Any of the Personnel provided as a replacement under Sub-Clauses above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Public Body. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Public Body may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

524 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

Part 68 Extensions of Time

525 If at any time during performance of the Contract, the Consultant or its sub-consultants should encounter conditions impeding timely completion of Consultancy Services pursuant to GCC Clause 59, the Consultant shall promptly notify the Public Body in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Public Body shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

526 Except in case of Force Majeure, as provided under GCC Clause 18, a delay by the Consultant in the performance of its Delivery and Completion obligations shall render the Consultant liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 68.1.

Part 27 Fairness and Good Faith

Part 69 Good Faith

527 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Part 70 Operation of the Contract

528 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to the Dispute Resolution Procedure in accordance with GCC Clause 25 hereof

Section 1. Special Conditions of Contract

Table of Clauses

A.	**General Provisions**	**1**
B.	**The Contract**	**1**
C.	**Obligations of the Public Body**	**4**
D.	**Payments to the Consultant**	**4**
E.	**Obligations of the Consultant**	**5**
F.	Performance of the Contract	6

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<table>
<tr><th>GCC Clause Reference</th><th>Section 8. Special Conditions of Contract</th></tr>
<tr><td></td><td>Part 28 General Provisions</td></tr>
<tr><td></td><td>Procurement Reference Number is:</td></tr>
<tr><td>GCC 1.2 (y)</td><td>The Public Body is:</td></tr>
<tr><td></td><td>Part 29 The Contract</td></tr>
<tr><td>GCC 7.1 (d)</td><td>In addition to documents listed in GCC Clause 7.1 the following documents shall form the Contract:</td></tr>
<tr><td>GCC 8.1</td><td>The governing law shall be .</td></tr>
<tr><td>GCC 9.1</td><td>Language of the Contract shall be .</td></tr>
<tr><td>GCC 10.2 and 10.3</td><td>For <u>notices</u>, the Public Body’s address shall be:
<table>
<tr><td>Public Body:</td><td></td></tr>
<tr><td>Attention:</td><td></td></tr>
<tr><td>Floor/Room number:</td><td></td></tr>
<tr><td>P.O. Box:</td><td></td></tr>
<tr><td>Street Address:</td><td></td></tr>
<tr><td>Town/City:</td><td></td></tr>
<tr><td>Post Code:</td><td></td></tr>
<tr><td>Country:</td><td>Ethiopia</td></tr>
<tr><td>Telephone:</td><td></td></tr>
<tr><td>Facsimile:</td><td></td></tr>
<tr><td>E-mail address</td><td></td></tr>
</table>
For <u>notices</u>, the Consultant’s address shall be:
<table>
<tr><td>Consultant:</td><td></td></tr>
<tr><td>Attention:</td><td></td></tr>
<tr><td>Floor/Room number:</td><td></td></tr>
<tr><td>P.O. Box:</td><td></td></tr>
<tr><td>Street Address:</td><td></td></tr>
<tr><td>Town/City:</td><td></td></tr>
<tr><td>Post Code:</td><td></td></tr>
<tr><td>Country:</td><td>Ethiopia</td></tr>
<tr><td>Telephone:</td><td></td></tr>
<tr><td>Facsimile:</td><td></td></tr>
</table></td></tr>
</table>

<table>
<tr><th>GCC Clause Reference</th><th>Section 8. Special Conditions of Contract</th></tr>
<tr><td></td><td>
<table>
<tr><td>E-mail address</td><td></td></tr>
</table>
</td></tr>
<tr><td>GCC 11.1</td><td>The Member in Charge is [insert name of member]}</td></tr>
<tr><td>GCC 12.1</td><td>
The Public Body’s authorized officer shall be:
<table>
<tr><td>Authorized Officer:</td><td>authorized representative</td></tr>
<tr><td>P.O. Box:</td><td></td></tr>
<tr><td>Street Address:</td><td></td></tr>
<tr><td>Town/City:</td><td></td></tr>
<tr><td>Post Code:</td><td></td></tr>
<tr><td>Country:</td><td>Ethiopia</td></tr>
<tr><td>Telephone:</td><td></td></tr>
<tr><td>Facsimile:</td><td></td></tr>
<tr><td>E-mail address</td><td></td></tr>
</table>
The Consultant’s authorized officer shall be:
<table>
<tr><td>Authorized Officer:</td><td>authorized representative</td></tr>
<tr><td>P.O. Box:</td><td></td></tr>
<tr><td>Street Address:</td><td></td></tr>
<tr><td>Town/City:</td><td></td></tr>
<tr><td>Post Code:</td><td></td></tr>
<tr><td>Country:</td><td>Ethiopia</td></tr>
<tr><td>Telephone:</td><td></td></tr>
<tr><td>Facsimile:</td><td></td></tr>
<tr><td>E-mail address</td><td></td></tr>
</table>
</td></tr>
<tr><td>GCC 16.1</td><td>Any change in laws or regulations result in any change to the period for completion of the services or the Contract Price.</td></tr>
<tr><td>GCC 17.1</td><td>
The Consultant, Sub-consultants, and their Personnel :
(i) ☐ Shall not be exempted from duties and indirect taxes levied by the Federal Democratic Republic of Ethiopia, or
(ii) ☐ Shall be exempted from duties and indirect taxes levied by the Federal Democratic Republic of Ethiopia, or
(iii) ☐ Shall be reimbursed by the Public Body for any such duties and indirect taxes levied by the Federal Democratic Republic of Ethiopia they might have to pay (or that the Public Body would pay such levies on behalf of the Consultant and the Personnel).
The Public Body warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Public Body shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the
</td></tr>
</table>

GCC Clause Reference	Section 8. Special Conditions of Contract
	Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of: (b). any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Federal Democratic Republic of Ethiopia), in connection with the carrying out of the Services; (c). any equipment, materials and supplies brought into the Federal Democratic Republic of Ethiopia by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them; (d). any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Public Body and which is treated as property of the Public Body; (e). any property brought into the Federal Democratic Republic of Ethiopia by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Federal Democratic Republic of Ethiopia), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Federal Democratic Republic of Ethiopia, provided that: (i) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Federal Democratic Republic of Ethiopia in importing property into the Federal Democratic Republic of Ethiopia; and (ii) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Federal Democratic Republic of Ethiopia upon which customs duties and taxes have been exempted, the Consultant, Sub- Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Federal Democratic Republic of Ethiopia, or (ii) shall reimburse them to the Public Body if they were paid by the Public Body at the time the property in question was brought into the Federal Democratic Republic of Ethiopia
GCC 27.1	The effectiveness conditions are the following:
GCC 27.2	The time period within which the Services shall commence is:
GCC 28.1	The Intended Completion Date is .
	Part 30 Obligations of the Public Body

GCC Clause Reference	Section 8. Special Conditions of Contract
GCC 31.1(g)	The Public Body shall provide the following further assistance to the Consultant:
	Part 31 Payments to the Consultant
GCC 36.2	All payment to the Consultant under this Contract shall be made in .
GCC 37.2	The Contract is a Contract.
GCC 39.5	Personnel time spent in the performance of the Services shall include the following:
GCC 40.1	The payment schedule shall be: the following
GCC 40.2	An Advance Payment be made. The following provisions shall apply to the advance payment and the advance payment guarantee: 1. An Advance Payment Guarantee shall be required. 2. An advance payment of in foreign currency and of in local currency shall be made within days after the Effective Date. The advance payment will be set off by the Public Body in equal installments against the statements for the first months of the Services until the advance payment has been fully set off. 3. The Advance Payment Guarantee shall be in the amount and in the currency of the currency portion of the advance payment.
GCC 41.2	The Consultant shall submit to the Public Body itemized invoices at time intervals of .
GCC 41.5	The Public Body shall pay the Contract Price to the Consultant, within the period of the days of receipt of the invoice and within days in the case of the final payment.
GCC 42.5	The conditions for price adjustment, the means by which requests for price adjustment shall be communicated and types of evidence and number of copies of supporting documents to be submitted together with price adjustment requests are the following:
	Part 32 Obligations of the Consultant
GCC 43.4(b)	The Public Body's prior approval is also required for:
GCC 47.2 (b)	The amount of aggregate liability shall be:
GCC 48.1	The risks and the coverage shall be as follows: (f). Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Federal Democratic Republic of Ethiopia by the

GCC Clause Reference	Section 8. Special Conditions of Contract
	Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of ; (g). Third Party liability insurance, with a minimum coverage of ; (h). Professional liability insurance, with a minimum coverage of ; (i). Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (j). Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
GCC 50.2	The future use of documents is restricted as follows:
GCC 55.1	The amount of the Performance Security shall be:
GCC 55.3	The types of acceptable Performance Securities are: The currency shall be: .
GCC 55.4	Discharge of the Performance Security shall take place:
	Part 33 Performance of the Contract

Section 1. Contract Forms

Table of Contents

A. Contract Agreement 1
1. The Agreement 1
2. Effectiveness of Contract Agreement 2
B. Appendices 3
1. Appendix A - Description of Services 3
2. Appendix B - Reporting Requirements 3
3. Appendix C - Key Personnel and Sub-Consultants 3
4. Appendix D - Breakdown of Contract Price / Cost Estimates 3
5. Appendix E - Duties of the Public Body 3
C. Performance Security 4
D. Advance Payment Security 5

Part 34 Contract Agreement

for the Procurement of

Procurement Reference No:

This Contract Agreement is made on the day of the month of ,

BETWEEN

of the Federal Democratic Republic of Ethiopia, and having its principal place of business (hereinafter called the "Public Body"),

and

a corporation incorporated under the laws of and having its principal place of business at (hereinafter called the "Consultant"), of the other part

WHEREAS

(k). The Public Body invited bids for certain Consultancy Services (hereinafter called the "Consultancy Services"), and has accepted a Proposal by the Consultant for the provision of those Consultancy Services in the sum of (hereinafter called "the Contract Price") in the manner and on the terms described herein

(l). The Consultant having represented to the Public Body that it has the required skills, personnel and technical resources, has agreed to provide the Consultancy Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The Agreement

529 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

530 The following documents shall constitute the Contract between the Public Body and the Consultant, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement including all appendices;
2. The Special Conditions of Contract;
3. The General Conditions of Contract;
9.

531 This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

532 In consideration of the payments to be made by the Public Body to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Public Body to provide the Consultancy Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

533 The Public Body hereby covenants to pay the Consultant in consideration of the provision of the Consultancy Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Part 71 Effectiveness of **Contract Agreement**

534 This Contract shall come into force and effect on the date (the "Effective Date") of the Public Body's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

535 Under no circumstances may implementation commence before the date on which the Contract Agreement enters into force.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS CONTRACT TO BE SIGNED IN THEIR RESPECTIVE NAMES AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of **Signature:** **Name:** **Position:** **Date:**	**WITNESS** to signature on behalf of **Signature:** **Name:** **Position:** **Date:**
SIGNED for and on behalf of **Signature:** **Name:** **Position:** **Date:**	**WITNESS** to signature on behalf of **Signature:** **Name:** **Position:** **Date:**

Part 35 Appendices

1. **Appendix A - Description of Services**
2. **Appendix B - Reporting Requirements**
3. **Appendix C - Key Personnel and Sub-Consultants**

C-1	
C-2	
C-3	
C-4	

4. **Appendix D - Breakdown of Contract Price / Cost Estimates**
5. **Appendix E - Duties of the Public Body**

E-1	Services, facilities and property to be made available to the Consultant by the Public Body.
E-2	Professional and support counterpart personnel to be made available to the Consultant by the Public Body.

Part 36 Performance Security

(Bank Guarantee)

Date:
Procurement Reference No:

To:

WHEREAS (hereinafter "the Consultant") has undertaken, pursuant to Contract No. dated , to supply (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Consultant shall furnish you with a security issued by a reputable guarantor for the sum specified therein as security for compliance with the Consultant's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned , legally domiciled in [insert complete address of Guarantor], (hereinafter the" Guarantor"), have agreed to give the Consultant a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the day of , .

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Name:
In the capacity of

Signed:

Duly authorized to sign the Security for and on behalf of:
Dated on [insert day] day of], 20

Part 37 Advance Payment Security

(Bank Guarantee)

Date:
Procurement Reference No:

To:

In accordance with the payment provision included in the Contract, in relation to advance payments, (hereinafter called "the Consultant") shall deposit with the Public Body a security consisting of , to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of .

We, the undersigned , legally domiciled in (hereinafter "the Guarantor"), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Public Body on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding .

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until , [insert year].

Name:
In the capacity of

Signed:

Duly authorized to sign the Security for and on behalf of:

Dated on [insert day] day of], 20